ACKNOWLEDGEMENT OF RECEIPT OF NOTICE OF MEETING
OF THE MAYOR AND CITY COUNCIL OF
THE CITY OF DAVID CITY, NEBRASKA

The undersigned members of the governing body of the City of David City, Nebraska, hereby acknowledge receipt of advance notice of a regular meeting of said body and the agenda for such meeting to be held at 7:00 o'clock p.m. on the **8th day of July**, in the **meeting room of the City Office, 490 "E" Street, David City, Nebraska**. The Mayor and City Council reserve the right to enter into a closed session at any time during the meeting, in accordance with the Nebraska Open Meetings Act, even though the closed session may not be stated on the agenda.

This agenda for public inspection is available on our website at www.davidcityne.com and may be modified up to twenty-four hours prior to the opening of the meeting.

Dated this .

AGENDA AS FOLLOWS:

1. Roll Call;
2. Pledge of Allegiance;
3. Inform the Public about the location of the Open Meetings Act and the Citizens Participation Rules;
4. Minutes of the June 24th, 2026 meeting of the Mayor and City Council;
5. Approval of Claims;
6. Committee and Officer Reports, Butler County Development Board updates;
   - Tree Board - Meeting was held June 23, 2026
   - Park and Recreation Advisory Board - Meeting was held June 25, 2026
   - Airport Advisory Board - meeting will be held July 7, 2026
   - Sidewalk Committee - meeting will be held July 9, 2026
   - Safety Committee - meeting will be held July 28, 2026
7. Appointment of Nathan Styskal to the Park and Recreation Advisorty Board and the Tree Board;
8. Update from Trevin Jahde about fundraising for Boy Scout Eagle Project of fixing the shed at the David City Ball Fields, and requesting the use of sales tax funds to assist with the repairs;*
9. Consider Resolution No. 9-2026 authorizing the City Attorney to solicit and present bids to the City for an investigation and authorizing investigation;
10. Consider Ordinance No. 1533 authorizing Amendment No. 1 to Loan agreement with Nebraska Department of Water, Energy, and Environment for SRF Project No. D311686;*
11. Consider Ordinance No. 1534 authorizing Amendment No. 1 to loan agreement with Nebraska Department of Water, Energy, and Environment for SRF Project No. C318068;*
12. Consider Pay Application No. 1 from Nemaha Sports Construction, LLC in the amount of $72,177.00 for the David City Youth Ballfield updates;*
13. Consider Pay Application No. 28 to BRB Contractors in the amount of $247,025.49 for the David City Wastewater Treatment Facility Improvements;*

14. Consider Change Order No. 11 to BRB Contractors in the amount of $20,941.02 for Yard Hydrant Piping for the David City Wastewater Treatment Facility Improvements;*
15. Discuss/Consideration of closing Keno Savings and Checking account and earmark the funds to be used by the Veteran's Memorial Park;
16. Consider Ordinance No. 1535 amending Chapter 1 of the David City Municipal Code to implement a revised procurement policy;*
17. Consider closed session for personnel, contracts, or pending litigation (as necessary);*
18. Adjourn;

Mayor Jessica J. Miller	Council President Bruce L. Meysenburg
Council Member Jeremy W. Abel	Council Member James L. Angell
Council Member Rick L. Holland	Council Member Kevin E. Woita
Council Member Keith A. Marvin	City Clerk – Treasurer Lori M. Matchett

CITY COUNCIL PROCEEDINGS
June 24, 2026

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

Present for the meeting were: Mayor Jessica Miller, Council President Bruce Meysenburg, Council Members Jeremy Abel, Jim Angell, Rick Holland, Keith Marvin, Kevin Woita, and City Clerk - Treasurer Lori Matchett. City Attorney David Levy attended via zoom. City Administrator Intern Raiko Martinez was absent.

Also, present were: Electric Supervisor Patrick Hoeft, Interim Deputy Clerk Rachel Kahnk, Matt Kalin of JEO Consulting Group, Marlene & Nick Hein, Alan Zavodny, Doug Rix, Trevin & Greg Jahde and Wesley Miller.

The meeting opened with the Pledge of Allegiance.

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

Council President Bruce Meysenburg stated that he wished to amend his comments from the previous meeting regarding the ordinance authorizing the loan for the AGP project. He clarified that he had misspoken when stating the loan had been repaid. The loan, approximately $2.357 million, was for the AGP Trunk Sewer Line to the wastewater treatment plant and is to be repaid through Tax Increment Financing (TIF) funds. He requested that the correction be entered into the record.

Council Member Keith Marvin made a motion to approve the minutes as of the June 10, 2026 meeting, with the addition of the corrected statement from Council President Bruce Meysenburg. 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

Alan Zavodny introduced himself, speaking as a resident of David City said, "Thank you, Madam Mayor, members of the council. You are imbeciles. You're stupid. You're foolish. I can say those things because of the First Amendment. I can also, you can also walk in, and you can say, 'Don't believe everything you hear, protected speech. You can add a swear word to that, still protected speech. You can even be called clowns; that's protected speech. People can all day long say stupid things, and they're protected to do it. They can do it all night long, but what is not protected is defaming someone using libel, which is the written word, or slander, which is the spoken word. The reason I'm bringing this up is that I have not seen anybody compromise their integrity, not the person sitting in that chair, not any of you sitting in these chairs. But what is starting to happen is your ability to conduct the business of your office, and you have to be able to continue doing that, and we need to continue doing that amid all the distractions that are going on. So you can't defame or hurt someone's reputation. So, if there are claims of illegal activity, you have a responsibility to report them. I have not seen any. People cannot continue to say there are legal things happening without providing any substantiation whatsoever. Those things will have to be acted upon if they continue. You can talk about integrity all day long, but if you don't have any, it rings hollow. You can talk about the truth, but if you're dishonest and untruthful, it rings hollow. We need to, as a community, continue to carry on the business of the city, and that happens here, and so anything that's going to happen in the future, there is recourse. Services are the court system. Certain professions have ethics committees that things can be brought. It stops here. If anyone in this room or anybody in the community knows of illegal activity, bring it. It's time. You need to be allowed to do your jobs under the color of your office, so we will continue to do that every day, because something comes up every day. Need to continue to do business, and I'm encouraging you to drown out the noise and the white static that's out there. Thank you, Madam Mayor."

Trevin Jahde addressed the council regarding his proposed Eagle Scout project to renovate a utility shed at the David City Ballpark. As a follow-up to his previous presentation, he requested approval to seek additional funding for the project. Mr. Jahde reported that he had raised approximately $300.00 from local businesses towards the estimated project cost of $1,987.65.

Mayor Jessica Miller suggested that the proposal first be presented to the Parks and Recreation Committee for consideration of potential funding through the City's recreation sales tax allocation. The Park and Recreation Advisory Committee meets Thursday, June 25th, 2026 at 8:00 a.m.

Council Member Keith Marvin made a motion to table update from Trevin Jahde about fundraising for Boy Scout Eagle Project of fixing the shed at the David City Ball Fields to July 8, 2026. 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.

Matt Kalin, JEO Consulting Group, introduced himself and presented the bid results for the Water Treatment Plant Backwash Improvements project. Five responsive bids were received, and JEO recommended awarding the contract to Rutjen's Construction as the lowest responsible bidder in the amount of $265,158, approximately $110,000.00 below the engineer's estimate. He explained that the project is necessary to return backwash water to the treatment system and noted the contractor anticipated beginning work within approximately 45 days. The contract specifies a substantial completion date of October 31, 2026, and a final completion date of November 30, 2026.

During discussion, it was noted that the project may be eligible for State Revolving Fund (SRF) financing as part of the overall water treatment plant improvements. Staff was asked to discuss the funding opportunity with JEO Consulting Group.

Council Member Keith Marvin made a motion to award the contract to Rutjen's Construction in the amount of $265,158.00 for the 2025 Water Treatment Plant Backwash Forcemain. Council Member Kevin Woita seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0.

June 18, 2026

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

RE: David City, Nebraska
2025 Water Treatment Plant Backwash Forcemain
JEO Project No. 251298.00

Dear City Council:

On June 18, 2026, five (5) bids were received by the City of David City for the above-mentioned project. The Bid Tab is enclosed.

The low bidder for the project is Rutjens Construction Inc. from Tilden, Nebraska, submitting a total price of $265,158.00. The Engineer's Estimate was $375,000.

Based on our review of the bids, Rutjens Construction Inc. has provided the appropriate paperwork and is a reputable contractor. It is our recommendation to the City Council to award the project to Rutjens Construction Inc. as the lowest, responsive bidder.

If you have any questions about the recommendation, please feel free to contact me.

Sincerely,

Sarah Nguyen

Sarah Nguyen
Project Engineer

Enclosures – Bid Tab

Bid Tab

PROJECT | 2025 Water Treatment Plant Backwash Forcemain

JEO PROJECT NO. | 251298.00

LOCATION | David City, Nebraska

LETTING | 6/18/2026 at 2:00 PM CST

OPINION OF PROBABLE COST | $375,000

Bidder	Total Base Bid Group A
Rutjens Construction Inc. Tilden, NE	$265,158.00
Obrist & Company Inc. Columbus, NE	$305,190.50
RP Constructors, LLC North Sioux City, SD	$399,807.00
Vrba Construction Inc Schuyler, NE	$406,050.25
MC Wells Contracting, LLC Omaha, NE	$547,452.00

Tab Sheet

PROJECT | 2025 Water Treatment Plant Backwash Forcemain

JEO PROJECT NO. | 251298.00

LOCATION | David City, Nebraska

				Rutjens Construction Inc.		Obrist & Company Inc.	
BASE BID GROUP A – FORCE MAIN							
Item	Description	Qty.	Unit	Unit Price	Total	Unit Price	Total
1	Mobilization	1	LS		$15,000.00		$10,000.00
2	Bonding and Insurance	1	LS		$1,500.00		$5,000.00
3	8" PVC Force Main, SDR 26, RJ, Directionally Bored	2,601	LF	$67.00	$174,267.00	$80.50	$209,380.50
4	8" PVC Force Main, SDR 26	153	LF	$45.00	$6,885.00	$75.00	$11,475.00
5	8" 90° Bend, MJ	3	EA	$711.00	$2,133.00	$650.00	$1,950.00
6	8" 45° Bend, MJ	4	EA	$721.00	$2,884.00	$675.00	$2,700.00
7	Remove Pavement	153	SY	$15.00	$2,295.00	$40.00	$6,120.00
8	6" Concrete Pavement	153	SY	$96.00	$14,688.00	$55.00	$8,415.00
9	Remove Gravel Aggregate	165	SY	$3.00	$495.00	$10.00	$1,650.00
10	Gravel Aggregate	165	SY	$10.00	$1,650.00	$75.00	$12,375.00
11	Geosynthetic Clay Liner	60	LF	$55.00	$3,300.00	$80.00	$4,800.00
12	Connect to Existing Manhole	1	EA	$1,500.00	$1,500.00	$1,500.00	$1,500.00
13	Remove Existing Sanitary Sewer	60	LF	$18.00	$1,080.00	$45.00	$2,700.00
14	Backwash Manhole Improvements	1	LS		$37,481.00		$27,125.00
TOTAL BASE BID GROUP A					$265,158.00		$305,190.50

Tab Sheet

PROJECT | 2025 Water Treatment Plant Backwash Forcemain

JEO PROJECT NO. | 251298.00

LOCATION | David City, Nebraska

				RP Constructors, LLC		Vrba Construction Inc		MC Wells Contracting, LLC	
BASE BID GROUP A – FORCE MAIN									
Item	Description	Qty.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization	1	LS		$69,625.00		$20,000.00		$50,000.00
2	Bonding and Insurance	1	LS		$8,328.00		$19,750.00		$25,000.00
3	8" PVC Force Main, SDR 26, RJ, Directionally Bored	2,601	LF	$82.00	$213,282.00	$89.25	$232,139.25	$138.00	$358,938.00
4	8" PVC Force Main, SDR 26	153	LF	$114.00	$17,442.00	$205.25	$31,403.25	$113.00	$17,289.00
5	8" 90° Bend, MJ	3	EA	$1,510.00	$4,530.00	$660.00	$1,980.00	$1,000.00	$3,000.00
6	8" 45° Bend, MJ	4	EA	$1,475.00	$5,900.00	$640.00	$2,560.00	$1,000.00	$4,000.00
7	Remove Pavement	153	SY	$20.00	$3,060.00	$20.70	$3,167.10	$25.00	$3,825.00
8	6" Concrete Pavement	153	SY	$130.00	$19,890.00	$128.80	$19,706.40	$250.00	$38,250.00
9	Remove Gravel Aggregate	165	SY	$7.00	$1,155.00	$22.25	$3,671.25	$20.00	$3,300.00
10	Gravel Aggregate	165	SY	$17.00	$2,805.00	$40.20	$6,633.00	$90.00	$14,850.00
11	Geosynthetic Clay Liner	60	LF	$95.00	$5,700.00	$83.00	$4,980.00	$100.00	$6,000.00
12	Connect to Existing Manhole	1	EA	$6,500.00	$6,500.00	$1,125.00	$1,125.00	$5,000.00	$5,000.00
13	Remove Existing Sanitary Sewer	60	LF	$35.00	$2,100.00	$32.25	$1,935.00	$50.00	$3,000.00
14	Backwash Manhole Improvements	1	LS		$39,490.00		$57,000.00		$15,000.00
TOTAL BASE BID GROUP A					$399,807.00		$406,050.25		$547,452.00

Matt Kalin of JEO Consulting Group presented the bid results for the 2026 Electrical Distribution Improvements Project. Three responsive bids were received. After reviewing the bids, JEO recommended awarding the contract for Groups A, B, and C to Watts Electric Company in the amount of $427,312.14. He explained that the project includes replacement of deteriorated utility poles throughout the city, reconstruction and hardening of an alley distribution line, and installation of an underground electrical line near the former Henningsen/Michael Foods property. Although IES Commercial's bid was close in price, Watt's Electric's ability to self-perform all work, including directional boring, was cited as an advantage in maintaining the project schedule.

Council discussed the condition of the City's electrical infrastructure, project timelines, budget impacts, and whether to delay the award until after the budget process. Staff and JEO advised that several utility poles are in poor condition and that delaying the project could increase costs, jeopardize the construction schedule, and increase the risk of service interruptions. It was also noted that the bid prices are for labor only, with the City providing materials, and that sufficient funds has been budgeted for the project.

Council Member Jeremy Abel made a motion to award the contract for the 2026 Electrical Distribution Improvements Project, Group A, B, and C, to Watts Electric Company in the amount of $427,312.14. 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

June 19, 2026

Pat Hoeft, Electric Supervisor
City of David City
490 E Street
David City, NE 6632

RE: 2026 Electrical Distribution Improvements
David City, Nebraska
JEO Project No. 260990.00

Dear Pat and Members of the Council:

JEO Consulting Group, Inc. (JEO) is pleased to submit this letter of recommendation for the bid opening conducted on June 18, 2026.

JEO received three (3) responsive bids on Thursday, June 18, 2026, for the '2026 Electrical Distribution Improvements' project. The responsive bids ranged in the amount of $127,237.54 - $218,225.55 for Group A, $144,147.87 - $197,733.35 for Group B, and $144,316.50 - $314,091.10 for Group C, with the bid tab included. The Engineer's estimates were $82,000 for Group A, $97,000 for Group B, and $147,000 for Group C ($326,000 for all Groups).

JEO has completed a thorough review of all bids received. We recommend that the Owner accept the lowest responsive bid for the combination of all three (3) Groups submitted by Watts Electric Company (Watts) in the amount of $427,312.14.

The '2026 Electrical Distribution Improvements' project is required to replace critical power poles, harden electrical infrastructure, and upgrade to underground to alleviate electrical clearance concerns. Watts has demonstrated experience on project(s) completed with JEO.

If you have any questions and/or concerns, do not hesitate to contact me via email at mkalin@jeo.com or mobile phone at 402.360.0217.

Respectfully submitted,

Matt E. Kalin

Matt E. Kalin, PE
Electrical Senior Project Manager

MEK:mlc
Enclosure

Bid Tab

PROJECT | 2026 Electrical Distribution Improvements

JEO PROJECT NO. | 260990.00

LOCATION | David City, NE

LETTING | June 18, 2026 @ 3:00 pm

OPINION OF PROBABLE COST | Group A - $82,000, Group B - $97,000, Group C - 147,000

Bidder	Total Group A	Total Group B	Total Group C	Total Groups A, B, & C
Watts Electric Company Waverly, NE	$134,802.68	$144,147.87	$148,361.59	$427,312.14
IES Commercial Inc. Holdrege, NE	$127,237.54	$159,314.61	*$144,316.50*	*$430,868.65*
Altitude Energy, LLC Keenesburg, CO	*$218,225.55*	$197,733.35	$314,091.10	*$730,050.00*

Numbers highlighted and in italics indicate an irreularity in the contractor's original bid form.

Tab Sheet

PROJECT | 2026 Electrical Distribution Improvements

JEO PROJECT NO. | 260990.00

LOCATION | David City, NE

				Watts Electric Co.		IES Commercial, Inc.	
GROUP A							
Item	Description	Qty.	Unit	Unit Price	Total	Unit Price	Total
POLES							
1	35/3 WOOD	4	EA	$954.50	$3,818.00	$1,941.89	$7,767.56
2	40/2 WOOD	2	EA	$996.00	$1,992.00	$2,243.55	$4,487.10
3	40/3 WOOD	1	EA	$996.00	$996.00	$2,243.55	$2,243.55
4	45/2 WOOD	3	EA	$1,037.50	$3,112.50	$2,545.20	$7,635.60
POLE TOP ASSEMBLIES							
5	A1-11F	1	EA	$361.05	$361.05	$245.09	$245.09
6	A6-21F	1	EA	$798.00	$798.00	$612.73	$612.73
7	B1-41F	1	EA	$532.00	$532.00	$678.72	$678.72
8	C1-13F	1	EA	$570.00	$570.00	$400.63	$400.63
9	C1-1F	2	EA	$570.00	$1,140.00	$424.20	$848.40
10	C5-70	4	EA	$1,064.00	$4,256.00	$754.13	$3,016.52
11	C5-71F	2	EA	$950.00	$1,900.00	$593.88	$1,187.76
12	C6-51F	1	EA	$1,330.00	$1,330.00	$1,343.30	$1,343.30
13	E7-1	5	EA	$570.00	$2,850.00	$478.40	$2,392.00
14	OH E9-1	4	EA	$608.00	$2,432.00	$626.87	$2,507.48
15	E9-1	3	EA	$608.00	$1,824.00	$181.46	$544.38
16	DBL E9-1 XARM	1	EA	$646.00	$646.00	$362.93	$362.93
17	F1-1S	7	EA	$304.00	$2,128.00	$369.53	$2,586.71
18	J2-1	6	EA	$133.05	$798.30	$98.04	$588.24
19	J3-1	9	EA	$171.05	$1,539.45	$116.42	$1,047.78
20	M2-11	10	EA	$266.00	$2,660.00	$158.37	$1,583.70
21	M5-10	1	EA	$171.05	$171.05	$339.36	$339.36
22	M5-5	13	EA	$114.00	$1,482.00	$85.78	$1,115.14
23	M5-8	1	EA	$323.05	$323.05	$339.36	$339.36

				Watts Electric Co.		IES Commercial, Inc.	
24	UM8-3	2	EA	$1,710.00	$3,420.00	$1,225.47	$2,450.94
25	UM8-6	1	EA	$760.00	$760.00	$1,041.65	$1,041.65
			WIRE / CONDUIT				
26	600V 4/0 AL UG	240	FT	$6.01	$1,442.40	$4.52	$1,084.80
27	1Ø/2W #6 DUPLEX	83	FT	$7.44	$617.52	$22.44	$1,862.52
28	(1) 2" BORING	41	FT	$288.02	$11,808.82	$46.91	$1,923.31
29	2" HDPE, SDR 13.5	52	FT	$1.21	$62.92	$0.00	$0.00
			TRANSFERS				
30	1Ø/1W PRIMARY RISER	1	EA	$1,015.00	$1,015.00	$1,055.79	$1,055.79
31	3Ø/4W OH PRIMARY	11	EA	$2,034.24	$22,376.64	$876.68	$9,643.48
32	2Ø/3W OH PRIMARY	1	EA	$950.00	$950.00	$650.44	$650.44
33	1Ø/2W OH PRIMARY	4	EA	$615.00	$2,460.00	$593.88	$2,375.52
34	1Ø/2W SUG	1	EA	$580.00	$580.00	$848.40	$848.40
35	COMMUNICATION/DATA LINE	32	EA	$400.00	$12,800.00	$452.48	$14,479.36
36	DUPLEX	7	EA	$560.00	$3,920.00	$424.20	$2,969.40
37	TRIPLEX	3	EA	$600.00	$1,800.00	$509.04	$1,527.12
38	E1-1 COMM	8	EA	$580.00	$4,640.00	$554.29	$4,434.32
39	JUNCTION BOX	1	EA	$500.00	$500.00	$650.44	$650.44
40	M5-9	4	EA	$180.00	$720.00	$271.49	$1,085.96
41	PHOTOCELL	1	EA	$40.00	$40.00	$197.96	$197.96
42	STREET LIGHT	5	EA	$600.00	$3,000.00	$707.00	$3,535.00
43	UM8-3	1	EA	$800.00	$800.00	$1,131.20	$1,131.20
44	UM8-6 COMMUNICATION/DATA	1	EA	$520.00	$520.00	$452.48	$452.48
			REMOVALS				
45	1Ø/2W DUPLEX	46	FT	$7.70	$354.20	$9.80	$450.80
46	1Ø/3W SECONDARY UG SERVICE	60	FT	$15.40	$924.00	$9.80	$588.00
47	1Ø PRIMARY DOUBLE DEADEND PTA	1	EA	$211.75	$211.75	$353.50	$353.50
48	1Ø PRIMARY PTA	1	EA	$192.50	$192.50	$212.10	$212.10
49	2Ø PRIMARY PTA	1	EA	$288.75	$288.75	$273.37	$273.37
50	3Ø PRIMARY DEADEND PTA	6	EA	$577.50	$3,465.00	$320.51	$1,923.06
51	3Ø PRIMARY DOUBLE DEADEND PTA	1	EA	$770.00	$770.00	$377.07	$377.07

Item	Description	Qty.	Unit	Watts Electric Co. Unit Price	Watts Electric Co. Total	IES Commercial, Inc. Unit Price	IES Commercial, Inc. Total
52	3Ø PRIMARY PTA	3	EA	$385.00	$1,155.00	$226.24	$678.72
53	ANCHOR	6	EA	$96.25	$577.50	$207.39	$1,244.34
54	DOWN GUY	9	EA	$250.25	$2,252.25	$180.99	$1,628.91
55	M5-5 / M5-8 / M5-10	19	EA	$96.25	$1,828.75	$82.95	$1,576.05
56	OH GUY	3	EA	$288.75	$866.25	$220.58	$661.74
57	POLE	10	EA	$577.50	$5,775.00	$1,698.68	$16,986.80
58	SECONDARY ASSEMBLY (EYEBOLT, J1-1, J2-1, J5-1, J5-1A)	12	EA	$288.75	$3,465.00	$71.64	$859.68
59	UM8-3	2	EA	$288.75	$577.50	$754.13	$1,508.26
60	UM8-6	1	EA	$154.00	$154.00	$641.01	$641.01
	SUBTOTAL GROUP A				$134,750.15		$127,237.54
	SALES TAX FOR MATERIALS & EQUIPMENT ON GROUP A @ 7.5% (SHOWN SEPARATELY BY OPTION 1 CONTRACTORS ONLY)				$52.53		$0.00
	TOTAL GROUP A				$134,802.68		$127,237.54

GROUP B

Item	Description	Qty.	Unit	Unit Price	Total	Unit Price	Total
	POLES						
1	40/4 WOOD	1	EA	$996.00	$996.00	$2,243.55	$2,243.55
2	45/2 WOOD	4	EA	$1,037.50	$4,150.00	$2,545.20	$10,180.80
3	45/3 WOOD	4	EA	$1,037.50	$4,150.00	$2,545.20	$10,180.80
	POP TOP ASSEMBLIES						
4	C1-41F	4	EA	$570.00	$2,280.00	$443.05	$1,772.20
5	C5-70	3	EA	$1,064.00	$3,192.00	$754.13	$2,262.39
6	C6-31F	1	EA	$1,140.00	$1,140.00	$1,272.60	$1,272.60
7	C6-51F	2	EA	$1,330.00	$2,660.00	$1,343.30	$2,686.60
8	E9-1	4	EA	$608.00	$2,432.00	$181.46	$725.84
9	F1-1S	4	EA	$304.00	$1,216.00	$369.53	$1,478.12
10	J3-1	10	EA	$171.05	$1,710.50	$116.42	$1,164.20
11	M2-11	8	EA	$266.00	$2,128.00	$158.37	$1,266.96
12	M5-5	10	EA	$114.00	$1,140.00	$85.78	$857.80
13	UA8-3CF	1	EA	$3,230.00	$3,230.00	$2,477.33	$2,477.33
	TRANSFORMERS						
14	G3-1C	1	EA	$1,254.00	$1,254.00	$1,809.92	$1,809.92
	WIRE / CONDUIT						
15	#1/0 ACSR OH PRIMARY	1,829	FT	$23.92	$43,749.68	$9.21	$16,845.09

				Watts Electric Co.		IES Commercial, Inc.	
TRANSFERS							
16	3Ø/3W UG PRIMARY	1	EA	$1,000.00	$1,000.00	$2,686.60	$2,686.60
17	3Ø/4W OH PRIMARY	3	EA	$1,409.09	$4,227.27	$876.68	$2,630.04
18	E1-1 COMM	3	EA	$580.00	$1,740.00	$554.29	$1,662.87
19	1Ø OH TRANSFORMER	11	EA	$100.00	$1,100.00	$1,791.07	$19,701.77
20	G1-9B	3	EA	$720.00	$2,160.00	$1,791.07	$5,373.21
21	G3-1C	2	EA	$1,400.00	$2,800.00	$3,699.97	$7,399.94
22	J6-1	4	EA	$740.00	$2,960.00	$1,131.20	$4,524.80
23	J6-1 CT	1	EA	$1,100.00	$1,100.00	$1,376.29	$1,376.29
24	LEADHEAD	3	EA	$40.00	$120.00	$707.00	$2,121.00
25	TRIPLEX	10	EA	$600.00	$6,000.00	$509.04	$5,090.40
26	COMMUNICATION/DATA LINE	23	EA	$400.00	$9,200.00	$452.48	$10,407.04
27	QUADRUPLEX	4	EA	$700.00	$2,800.00	$650.44	$2,601.76
28	STREET LIGHT	3	EA	$600.00	$1,800.00	$707.00	$2,121.00
29	UM8-4	1	EA	$800.00	$800.00	$1,187.76	$1,187.76
REMOVALS							
30	3Ø 4 WIRE OH PRIMARY	453	FT	$7.70	$3,488.10	$4.52	$2,047.56
31	1Ø/2W DUPLEX	179	FT	$7.70	$1,378.30	$9.80	$1,754.20
32	3Ø/4W QUADRUPLEX	166	FT	$8.47	$1,406.02	$6.79	$1,127.14
33	3Ø OH TRANSFORMER PLATFORM ASSEMBLY	1	EA	$1,347.50	$1,347.50	$1,249.03	$1,249.03
34	3Ø PRIMARY DEADEND PTA	3	EA	$577.50	$1,732.50	$320.51	$961.53
35	3Ø PRIMARY DOUBLE DEADEND PTA	3	EA	$770.00	$2,310.00	$377.07	$1,131.21
36	3Ø PRIMARY PTA	5	EA	$385.00	$1,925.00	$226.24	$1,131.20
37	3Ø/3W PRIMARY RISER	1	EA	$866.25	$866.25	$622.16	$622.16
38	ANCHOR	1	EA	$96.25	$96.25	$207.39	$207.39
39	DOWN GUY	3	EA	$250.25	$750.75	$180.99	$542.97
40	DUPLEX	7	EA	$288.75	$2,021.25	$245.09	$1,715.63
41	M5-4	1	EA	$57.75	$57.75	$33.94	$33.94
42	M5-5 / M5-8 / M5-10	4	EA	$96.25	$385.00	$82.95	$331.80
43	POLE	10	EA	$577.50	$5,775.00	$1,698.68	$16,986.80

				Watts Electric Co.		IES Commercial, Inc.	
22	600V #6 AL UG	483	FT	$6.44	$3,110.52	$2.83	$1,366.89
23	600V 4/0 AL UG	588	FT	$6.01	$3,533.88	$4.52	$2,657.76
24	2" RMC SECONDARY RISER CONDUIT	25	FT	$13.05	$326.25	$0.00	$0.00
25	(1) 2" BORING	221	FT	$56.55	$12,497.55	$46.91	$10,367.11
26	(3) 2" BORING	154	FT	$71.97	$11,083.38	$46.91	$7,224.14
27	2" HDPE, SDR 13.5	791	FT	$1.21	$957.11	$0.00	$0.00
28	(3) 3" HDPE BORING	510	FT	$78.44	$40,004.40	$65.12	$33,211.20
29	3" HDPE, SDR 13.5	1,614	FT	$1.21	$1,952.94	$0.00	$0.00
TRANSFERS							
30	3Ø/4W UG SEC	2	EA	$700.00	$1,400.00	$2,064.44	$4,128.88
31	3Ø/4W OH PRIMARY	2	EA	$2,100.00	$4,200.00	$876.68	$1,753.36
32	COMMUNICATION/DATA LINE	3	EA	$400.00	$1,200.00	$452.48	$1,357.44
33	S2-1	6	EA	$300.00	$1,800.00	$384.61	$2,307.66
34	Y3-3	1	EA	$3,000.00	$3,000.00	$2,156.82	$2,156.82
REMOVALS							
35	3Ø 4 WIRE OH PRIMARY	478	FT	$7.70	$3,680.60	$4.52	$2,160.56
36	1Ø/3W TRIPLEX	100	FT	$7.70	$770.00	$5.28	$528.00
37	3Ø/4W QUADRUPLEX	80	FT	$7.70	$616.00	$6.79	$543.20
38	OH TRANSFORMER	3	EA	$327.25	$981.75	$573.14	$1,719.42
39	3Ø OH TRANSFORMER PLATFORM ASSEMBLY	1	EA	$1,347.50	$1,347.50	$1,249.03	$1,249.03
40	3Ø PRIMARY PTA	2	EA	$385.00	$770.00	$226.24	$452.48
41	ANCHOR	1	EA	$96.25	$96.25	$207.39	$207.39
42	DOWN GUY	2	EA	$250.25	$500.50	$180.99	$361.98
43	H-STRUCTURE PRIMARY PTA	2	EA	$770.00	$1,540.00	$1,390.43	$2,780.86
44	UM8-6	2	EA	$154.00	$308.00	$641.01	$1,282.02
45	J6-1	1	EA	$327.25	$327.25	$377.07	$377.07
46	POLE	4	EA	$577.50	$2,310.00	$1,698.68	$6,794.72
47	SECONDARY ASSEMBLY (EYEBOLT, J1-1, J2-1, J5-1, J5-1A)	6	EA	$288.75	$1,732.50	$71.64	$429.84
SUBTOTAL GROUP C					$148,338.71		*$144,316.50*
SALES TAX FOR MATERIALS & EQUIPMENT ON GROUP C @ 7.5% (SHOWN SEPARATELY BY OPTION 1 CONTRACTORS ONLY)					$22.88		$0.00
TOTAL GROUP C					$148,361.59		*$144,316.50*
TOTAL ALL GROUPS A, B, & C					$427,312.14		*$430,868.65*

Tab Sheet

PROJECT | 2026 Electrical Distribution Improvements

JEO PROJECT NO. | 260990.00

LOCATION | David City, NE

				Altitude Energy, LLC	
GROUP A					
Item	Description	Qty.	Unit	Unit Price	Total
POLES					
1	35/3 WOOD	4	EA	$4,000.00	$16,000.00
2	40/2 WOOD	2	EA	$4,000.00	$8,000.00
3	40/3 WOOD	1	EA	$4,000.00	$4,000.00
4	45/2 WOOD	3	EA	$4,000.00	$12,000.00
POLE TOP ASSEMBLIES					
5	A1-11F	1	EA	$1,000.00	$1,000.00
6	A6-21F	1	EA	$1,000.00	$1,000.00
7	B1-41F	1	EA	$2,000.00	$2,000.00
8	C1-13F	1	EA	$3,000.00	$3,000.00
9	C1-1F	2	EA	$3,000.00	$6,000.00
10	C5-70	4	EA	$3,750.00	$15,000.00
11	C5-71F	2	EA	$3,750.00	$7,500.00
12	C6-51F	1	EA	$3,750.00	$3,750.00
13	E7-1	5	EA	$500.00	$2,500.00
14	OH E9-1	4	EA	$500.00	$2,000.00
15	E9-1	3	EA	$250.00	$750.00
16	DBL E9-1 XARM	1	EA	$500.00	$500.00
17	F1-1S	7	EA	$500.00	$3,500.00
18	J2-1	6	EA	$50.00	$300.00
19	J3-1	9	EA	$50.00	$450.00
20	M2-11	10	EA	$150.00	$1,500.00
21	M5-10	1	EA	$200.00	$200.00
22	M5-5	13	EA	$200.00	$2,600.00
23	M5-8	1	EA	$1,250.00	$1,250.00

				Altitude Energy, LLC	
24	UM8-3	2	EA	$2,500.00	$5,000.00
25	UM8-6	1	EA	$2,500.00	$2,500.00
	WIRE / CONDUIT				
26	600V 4/0 AL UG	240	FT	$20.00	$4,800.00
27	1Ø/2W #6 DUPLEX	83	FT	$20.00	$1,660.00
28	(1) 2" BORING	41	FT	$100.00	$4,100.00
29	2" HDPE, SDR 13.5	52	FT	$12.00	$624.00
	TRANSFERS				
30	1Ø/1W PRIMARY RISER	1	EA	$2,500.00	$2,500.00
31	3Ø/4W OH PRIMARY	11	EA	$2,000.00	$22,000.00
32	2Ø/3W OH PRIMARY	1	EA	$1,250.00	$1,250.00
33	1Ø/2W OH PRIMARY	4	EA	$1,000.00	$4,000.00
34	1Ø/2W SUG	1	EA	$1,000.00	$1,000.00
35	COMMUNICATION/DATA LINE	32	EA	$350.00	$11,200.00
36	DUPLEX	7	EA	$350.00	$2,450.00
37	TRIPLEX	3	EA	$350.00	$1,050.00
38	E1-1 COMM	8	EA	$350.00	$2,800.00
39	JUNCTION BOX	1	EA	$350.00	$350.00
40	M5-9	4	EA	$200.00	$800.00
41	PHOTOCELL	1	EA	$250.00	$250.00
42	STREET LIGHT	5	EA	$350.00	$1,750.00
43	UM8-3	1	EA	$2,500.00	$2,500.00
44	UM8-6 COMMUNICATION/DATA	1	EA	$2,500.00	$2,500.00
	REMOVALS				
45	1Ø/2W DUPLEX	46	FT	$20.00	$920.00
46	1Ø/3W SECONDARY UG SERVICE	60	FT	$15.00	$900.00
47	1Ø PRIMARY DOUBLE DEADEND PTA	1	EA	$750.00	$750.00
48	1Ø PRIMARY PTA	1	EA	$250.00	$250.00
49	2Ø PRIMARY PTA	1	EA	$500.00	$500.00
50	3Ø PRIMARY DEADEND PTA	6	EA	$1,000.00	$6,000.00
51	3Ø PRIMARY DOUBLE DEADEND PTA	1	EA	$1,250.00	$1,250.00

				Altitude Energy, LLC	
52	3Ø PRIMARY PTA	3	EA	$1,000.00	$3,000.00
53	ANCHOR	6	EA	$350.00	$2,100.00
54	DOWN GUY	9	EA	$150.00	$1,350.00
55	M5-5 / M5-8 / M5-10	19	EA	$100.00	$1,900.00
56	OH GUY	3	EA	$200.00	$600.00
57	POLE	10	EA	$1,000.00	$10,000.00
58	SECONDARY ASSEMBLY (EYEBOLT, J1-1, J2-1, J5-1, J5-1A)	12	EA	$50.00	*$600.00*
59	UM8-3	2	EA	$1,000.00	$2,000.00
60	UM8-6	1	EA	$1,000.00	$1,000.00
SUBTOTAL GROUP A					*$203,004.00*
SALES TAX FOR MATERIALS & EQUIPMENT ON GROUP A @ 7.5% (SHOWN SEPARATELY BY OPTION 1 CONTRACTORS ONLY)					$15,221.55
TOTAL GROUP A					*$218,225.55*

GROUP B					
Item	**Description**	**Qty.**	**Unit**	**Unit Price**	**Total**
POLES					
1	40/4 WOOD	1	EA	$4,000.00	$4,000.00
2	45/2 WOOD	4	EA	$4,000.00	$16,000.00
3	45/3 WOOD	4	EA	$4,000.00	$16,000.00
POP TOP ASSEMBLIES					
4	C1-41F	4	EA	$3,000.00	$12,000.00
5	C5-70	3	EA	$3,750.00	$11,250.00
6	C6-31F	1	EA	$3,750.00	$3,750.00
7	C6-51F	2	EA	$3,750.00	$7,500.00
8	E9-1	4	EA	$250.00	$1,000.00
9	F1-1S	4	EA	$500.00	$2,000.00
10	J3-1	10	EA	$50.00	$500.00
11	M2-11	8	EA	$150.00	$1,200.00
12	M5-5	10	EA	$200.00	$2,000.00
13	UA8-3CF	1	EA	$2,500.00	$2,500.00
TRANSFORMERS					
14	G3-1C	1	EA	$500.00	$500.00
WIRE / CONDUIT					
15	#1/0 ACSR OH PRIMARY	1,829	FT	$12.00	$21,948.00

				Altitude Energy, LLC	
		TRANSFERS			
16	3Ø/3W UG PRIMARY	1	EA	$2,500.00	$2,500.00
17	3Ø/4W OH PRIMARY	3	EA	$2,000.00	$6,000.00
18	E1-1 COMM	3	EA	$350.00	$1,050.00
19	1Ø OH TRANSFORMER	11	EA	$750.00	$8,250.00
20	G1-9B	3	EA	$750.00	$2,250.00
21	G3-1C	2	EA	$750.00	$1,500.00
22	J6-1	4	EA	$50.00	$200.00
23	J6-1 CT	1	EA	$50.00	$50.00
24	LEADHEAD	3	EA	$50.00	$150.00
25	TRIPLEX	10	EA	$350.00	$3,500.00
26	COMMUNICATION/DATA LINE	23	EA	$350.00	$8,050.00
27	QUADRUPLEX	4	EA	$350.00	$1,400.00
28	STREET LIGHT	3	EA	$350.00	$1,050.00
29	UM8-4	1	EA	$2,500.00	$2,500.00
		REMOVALS			
30	3Ø 4 WIRE OH PRIMARY	453	FT	$10.00	$4,530.00
31	1Ø/2W DUPLEX	179	FT	$10.00	$1,790.00
32	3Ø/4W QUADRUPLEX	166	FT	$20.00	$3,320.00
33	3Ø OH TRANSFORMER PLATFORM ASSEMBLY	1	EA	$2,000.00	$2,000.00
34	3Ø PRIMARY DEADEND PTA	3	EA	$1,000.00	$3,000.00
35	3Ø PRIMARY DOUBLE DEADEND PTA	3	EA	$1,250.00	$3,750.00
36	3Ø PRIMARY PTA	5	EA	$1,000.00	$5,000.00
37	3Ø/3W PRIMARY RISER	1	EA	$1,000.00	$1,000.00
38	ANCHOR	1	EA	$350.00	$350.00
39	DOWN GUY	3	EA	$150.00	$450.00
40	DUPLEX	7	EA	$500.00	$3,500.00
41	M5-4	1	EA	$100.00	$100.00
42	M5-5 / M5-8 / M5-10	4	EA	$100.00	$400.00
43	POLE	10	EA	$1,000.00	$10,000.00

				Altitude Energy, LLC	
44	QUADRUPLEX	6	EA	$500.00	$3,000.00
45	SECONDARY ASSEMBLY (EYEBOLT, J1-1, J2-1, J5-1, J5-1A)	18	EA	$50.00	$900.00
46	TRIPLEX CONNECTION	1	EA	$250.00	$250.00
	SUBTOTAL GROUP B				$183,938.00
	SALES TAX FOR MATERIALS & EQUIPMENT ON GROUP B @ 7.5% (SHOWN SEPARATELY BY OPTION 1 CONTRACTORS ONLY)				$13,795.35
	TOTAL GROUP B				$197,733.35
	GROUP C				
Item	Description	Qty.	Unit	Unit Price	Total
	POLES				
1	40/2 WOOD	2	EA	$4,000.00	$8,000.00
	POP TOP ASSEMBLIES				
2	C1-13F	1	EA	$3,000.00	$3,000.00
3	C5-71F	2	EA	$3,750.00	$7,500.00
4	E9-1	4	EA	$250.00	$1,000.00
5	F1-1S	4	EA	$500.00	$2,000.00
6	M2-11	3	EA	$150.00	$450.00
7	UA8-3CF	2	EA	$2,500.00	$5,000.00
	UNDERGROUND DISTRIBUTION MATERIALS				
8	10 KV (8.4 KV MCOV) ELBOW ARRESTER	3	EA	$1,000.00	$3,000.00
9	15 KV 200A ELBOW, 1/0 AL	3	EA	$2,000.00	$6,000.00
10	15KV CABLE TERMINATION WITH TWO HOLE SPADE, 1/0 AL	3	EA	$2,250.00	$6,750.00
11	15KV CABLE TERMINATION WITH TWO HOLE SPADE, 500 MCM AL	6	EA	$2,250.00	$13,500.00
12	PAD MOUNT SWITCHGEAR GROUND ASSEMBLY	1	EA	$350.00	$350.00
13	PMH-9 WITH BASEMENT	1	EA	$8,000.00	$8,000.00
	TRANSFORMERS				
14	112.5 kVA, 3Ø, PAD-MOUNT TRANSFORMER	1	EA	$5,750.00	$5,750.00
15	TRANSFORMER BASEMENT, 3Ø	1	EA	$2,250.00	$2,250.00
16	TRANSFORMER GROUND ASSEMBLY, 3Ø	1	EA	$350.00	$350.00
	WIRE / CONDUIT				
17	1/0 AL UG, 15 kV FN	552	FT	$21.00	$11,592.00
18	500 MCM AL UG, 15kV 1/3 NEUTRAL	1,710	FT	$22.00	$37,620.00
19	2" LONG RADIUS SWEEP/ELBOW	9	EA	$150.00	$1,350.00
20	2" EXPANSION JOINT	1	EA	$150.00	$150.00
21	3" LONG RADIUS SWEEP/ELBOW	21	EA	$150.00	$3,150.00

				Altitude Energy, LLC	
22	600V #6 AL UG	483	FT	$11.00	$5,313.00
23	600V 4/0 AL UG	588	FT	$11.00	$6,468.00
24	2" RMC SECONDARY RISER CONDUIT	25	FT	$20.00	$500.00
25	(1) 2" BORING	221	FT	$60.00	$13,260.00
26	(3) 2" BORING	154	FT	$75.00	$11,550.00
27	2" HDPE, SDR 13.5	791	FT	$12.00	$9,492.00
28	(3) 3" HDPE BORING	510	FT	$90.00	$45,900.00
29	3" HDPE, SDR 13.5	1,614	FT	$12.00	$19,368.00
		TRANSFERS			
30	3Ø/4W UG SEC	2	EA	$3,000.00	$6,000.00
31	3Ø/4W OH PRIMARY	2	EA	$3,000.00	$6,000.00
32	COMMUNICATION/DATA LINE	3	EA	$3,000.00	$9,000.00
33	S2-1	6	EA	$500.00	$3,000.00
34	Y3-3	1	EA	$3,500.00	$3,500.00
		REMOVALS			
35	3Ø 4 WIRE OH PRIMARY	478	FT	$10.00	$4,780.00
36	1Ø/3W TRIPLEX	100	FT	$10.00	$1,000.00
37	3Ø/4W QUADRUPLEX	80	FT	$10.00	$800.00
38	OH TRANSFORMER	3	EA	$500.00	$1,500.00
39	3Ø OH TRANSFORMER PLATFORM ASSEMBLY	1	EA	$2,000.00	$2,000.00
40	3Ø PRIMARY PTA	2	EA	$1,000.00	$2,000.00
41	ANCHOR	1	EA	$350.00	$350.00
42	DOWN GUY	2	EA	$150.00	$300.00
43	H-STRUCTURE PRIMARY PTA	2	EA	$3,500.00	$7,000.00
44	UM8-6	2	EA	$1,000.00	$2,000.00
45	J6-1	1	EA	$50.76	$50.76
46	POLE	4	EA	$996.00	$3,984.00
47	SECONDARY ASSEMBLY (EYEBOLT, J1-1, J2-1, J5-1, J5-1A)	6	EA	$50.00	$300.00
	SUBTOTAL GROUP C				$292,177.76
	SALES TAX FOR MATERIALS & EQUIPMENT ON GROUP C @ 7.5% (SHOWN SEPARATELY BY OPTION 1 CONTRACTORS ONLY)				$21,913.34
	TOTAL GROUP C				$314,091.10
	TOTAL ALL GROUPS A, B, & C				*$730,050.00*

Council Member Jim Angell made a motion to table consideration of changing companies for RO Water Plant Chemicals to Garratt Callahan. 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

The council considered the annual rental agreement with David City Public Schools for use of softball, football field, track, and auditorium. Staff reported the agreement remained unchanged from the previous year, with a total rental fee of $4,390.00.

During the discussion, Mayor Jessica Miller provided an update on the football field goal posts. A donor has agreed to sponsor the new goal posts and sleeves to accommodate both 8-man and 11-man football. The City will be responsible only for the labor to install the sleeves and goal posts.

Council Member Keith Marvin made a motion to approve the Rental Agreement with David City High School for Softball, Auditorium, Football Fields, and Track Rental. Council Member Kevin Woita seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0.

FACILITY USE AGREEMENT

This **FACILITY USE AGREEMENT** (“**Agreement**”) is effective as of the date last written below by a Party (the “**Effective Date**”) and is by and between the **CITY OF DAVID CITY, NEBRASKA**, a municipal corporation and city of the second class (“**City**”) and **DAVID CITY PUBLIC SCHOOLS**, a Nebraska political subdivision and school district (District No. 12-0056-000) (“**DCPS**”). This Agreement refers to City and DCPS collectively as the “**Parties**” and individually as a “**Party**.”

RECITALS

WHEREAS, City owns that certain real property in David City, Butler County, Nebraska, as described and depicted in **EXHIBIT A**, attached hereto and incorporated herein (“**Property**”); and

WHEREAS, the David City Football Stadium (“**Stadium**”), the David City Auditorium (“**Auditorium**”) and the gymnasium within the Auditorium (“**Gym**”) are located on the Property (collectively, the “**Facilities**”); and

WHEREAS, DCPS desires to use the Stadium, Auditorium and Gym for various scholastic, athletic and social purposes; and

WHEREAS, the Parties wish to execute this Agreement to define the terms and conditions under which DCPS may use the Facilities.

AGREEMENT

IN CONSIDERATION OF the mutual promises and covenants contained herein and other good and valuable consideration the receipt and sufficiency of which the Parties acknowledge and accept, the Parties agree as follows:

1. **USE OF FACILITIES**. City shall allow DCPS to utilize the Facilities for the activities as provided below (“**Permitted Activity**”) or “**Permitted Activities**”).

A. Stadium. DCPS may use the Stadium and all appurtenances, facilities and amenities thereto for the following Permitted Activities:

i. Up to four (4) regular season varsity football games;

ii. Up to three (3) post-season varsity football games, with City's prior written consent;

iii. Up to three (3) regular season junior-varsity football games;

iv. Up to three (3) middle school football games;

v. One (1) football scrimmage;

vii. One (1) middle school track meet; and

viii. Up to fifty (50) regular, in-season practices for middle school and high school boys' and girls' sports.

B. Auditorium. DCPS may use the Auditorium, including all appurtenances and facilities thereto and the Gym, for the following Permitted Activities:

i. Regular in-season middle school basketball practice; and

ii. Use of the locker facilities therein for middle school and high school sports; and

iii. One (1) David City High School Prom.

C. Gym. DCPS may reserve and use the Gym on an hourly-basis, subject to the Gym Rental Payment (defined below), for any Permitted Activity. City may allow DCPS to use the Gym for a non-Permitted Activity by providing its prior written consent.

D. Miscellaneous. City may allow DCPS to utilize the Facilities for other purposes not described herein by providing DCPS its prior written consent. City may, in its sole discretion, require DCPS to provide additional payments for the right use the Stadium or Auditorium for such non-Permitted Activity.

2. **TERM**. This Agreement shall last for one (1) year beginning on the Effective Date ("**Term**").

3. **RENTAL PAYMENTS**. In consideration of City allowing DCPS to utilize the Facilities, DCPS shall provide the following payments in addition to any amounts City charges DCPS for miscellaneous uses as Section 1(D) herein contemplates:

A. Annual Rental Payment. City a lump-sum payment equal to Four Thousand, Three Hundred Ninety and 00/100 Dollars ($4,390.00) ("**Annual Rental Payment**"). The Annual Rental Payment is due and payable from DCPS to City within thirty (30) days of the Effective Date. The City may allow DCPS to remit the Annual Rental Payment in installments with its prior written consent.

B. Additional Practice Payment. DCPS shall pay to City Thirty and 00/100 Dollars ($30.00) for every practice held on the Facilities in excess of fifty (50) ("**Additional Practice Payment**"). The Additional Practice Payment shall be due and payable to City no later than thirty (30) days prior to the final day of the Term.

C. Gym Rental Payment. DCPS shall pay to City Twenty Dollars and Zero Cents ($20.00) per hour that DCPS reserves the Gym ("**Gym Rental Payment**"). DCPS shall remit the Gym Rental Payment to City prior to each instance DCPS wishes to reserve the Gym for its use.

4. **SCHEDULING**. On the first business day of the first month after the Effective Date, and on the first business day of each month thereafter, DCPS shall provide City with a written schedule of all Permitted Activities for which DCPS intends to use the Facilities during the following month. Such schedule shall include the date and time of each event, expected attendance, and any other information the City may request DCPS to provide.

5. **CONCESSIONS**. DCPS may sell food, non-alcoholic beverages, and other consumable concession products at the Facilities during the Permitted Activities, subject to the following:

A. DCPS shall secure and maintain all necessary permits associated with the sale of concession products;

B. DCPS shall be solely responsible for compliance with all necessary laws, regulations, and statutes pertaining to the sale of concession products;

C. DCPS shall be solely responsible for payment of all applicable state and federal taxes relating to its selling of concession products, including but not limited to sales and use tax and income tax; and

D. City may terminate DCPS' right to sell concession products on the Facilities at any time with written notice to DCPS.

6. **NO REPRESENTATIONS**. City makes no representations regarding the conditions of the Facilities, their suitability for a particular purpose, or otherwise any warranty, express or implied, regarding the Property, Facilities or any amenities or appurtenances thereto.

7. **UTILITIES**. City shall pay or cause to be paid all charges for gas, electricity, water, sewer, telephone or other communication services and all other utilities servicing the Facilities utilize throughout the Term.

8. **MAINTENANCE AND REPAIRS**. City shall, at its sole expense, provide for all general repairs and maintenance of the Facilities, including but not limited to grass mowing, snow removal, maintenance of restrooms, regular painting of the football field and other general upkeep. DCPS shall maintain the Facilities and Property in a clean, safe and good condition and keep and return the same in at least as good condition as they currently exist or may be improved, ordinary wear and tear excepted.

9. **DAMAGE**. DCPS shall, at its sole expense, repair all damage to the Property, Facilities, and any other appurtenances, equipment, facilities, or personal property thereon, that DCPS, its agents, invitees, licensees, employees, or assigns causes, whether intentional, negligent, or otherwise.

10. **ALTERATIONS AND IMPROVEMENTS**. DCPS shall not make any improvements or alterations to the Premises without the City's prior written consent. DCPS shall hold the City harmless from any costs, liens, or damages that any alteration or improvement work DCPS permits on the Property or Facilities causes and shall immediately discharge any lien filed for services or material furnished for

such work. Any improvements, alterations, repairs, additions or personal property remaining on the Property or Facilities after the expiration of this Agreement shall become City's property.

11. **SIGNAGE**. DCPS shall not erect or place or allow the erection or placing of any signs or other similar materials on the Property or Facilities. Except that, DCPS may erect or place promotional or informational materials for upcoming Activities on the Property or Facilities, provided that, DCPS shall remove or cause the removal of any promotional or information signs, advertisements, posters, or other DCPS insignia it erects or places on the Property or Facilities during the term of this Agreement within twenty-four (24) hours after the promoted or advertised event concludes. City may demand DCPS to remove all signs and other materials from the Property or Facilities by providing written notice.

12. **INSURANCE**. During the Term, DCPS shall obtain, maintain in effect and pay all premiums for, the following insurance coverages in connection with its use of the Property and Facilities: (a) comprehensive general public liability insurance with broad form extended coverage (including contractual liability insurance) insuring City and DCPS against claims for personal injury, death or property damage occurring upon, in or about the Property, and such insurance shall have a limit of not less than $1,000,000.00 in respect to any injury or death to a single person and to the limit of not less than $500,000.00 in respect to property damages; and (b) insurance against such other risks as City may deem necessary or as DCPS may desire to put into effect, of a similar or dissimilar nature. City may obtain all of the aforesaid insurance coverages on behalf of DCPS, and DCPS shall immediately pay or reimburse City for the premiums in connection with any of such insurance coverages City obtains on DCPS' behalf.

All policies of insurance shall be subject to the review and approval of City, and shall provide (a) that no material change or cancellation of said policies shall be made without fifteen (15) days prior written notice to City and DCPS, (b) that any loss shall be payable notwithstanding any act or negligence of DCPS or the City which might otherwise result in the forfeiture of said insurance, (c) that the insurance company issuing the same shall have no right of subrogation against the City or DCPS and shall name the City as additional insured. All of DCPS' policies of insurance that this Section 12 so requires shall be primary to any of City's insurance coverages for the Property or Facilities.

DCPS shall provide City with a certificate of insurance together with satisfactory evidence (a) that the said insurance is in full force and effect or effectively renewed, and (b) the payment of the premiums for said insurance has been made.

13. **INDEMNIFICATION**. DCPS shall indemnify and hold City harmless from all claims and demands, including those of third parties, arising from or based upon any alleged act, omission or negligence of DCPS or any of DCPS' agents, employees, licensees, servants, invitees or employees on the Property and Facilities. DCPS' obligation hereunder to indemnify and hold City harmless from liability shall extend to any of DCPS' contracts with third parties relating to the Property, the Facilities, and DCPS' use of the same.

14. **DEFAULT**. If DCPS defaults in the performance of any of the terms of this Agreement, and DCPS fails to cure such default within thirty (30) days after receiving written notice from City, the City may, at its sole option, terminate this Agreement.

15. **WAIVER OF DEFAULT**. Any waiver, express or implied, by City of DCPS' breach of this Agreement shall not be a waiver of any subsequent breach of the same or any other term, condition or promise herein.

16. **NOTICE**. Notice under this Agreement shall be given in writing to the following persons at the below addresses, which either Party may modify by providing the other Party written notice of the same:

If to City:	City of David City, Nebraska c/o City Clerk 490 E Street David City, Nebraska 68632 (402) 367-3135 cityclerk@davidcityne.gov
With a Copy to:	Baird Holm LLP c/o David C. Levy 1700 Farnam Street, Suite 1500 Omaha, Nebraska 68102 (402) 344-0500 dlevy@bairdholm.com
If to DCPS:	David City Public Schools c/o Dr. Chad Denker, DCPS Superintendent 750 D. Street David City, Nebraska 68632 (402) 367-4590 *denker@dcscouts.org*
With a Copy to:	______________________________ ______________________________ ______________________________ ______________________________ ______________________________

17. **AUTHORITY**. City and DCPS each covenant that each said entity has full authority to execute this Agreement.

18. **ENTIRE AGREEMENT**. This Agreement represents the entire agreements, representations, understandings, and expectations between City and DCPS. The Parties may only amend this Agreement with the Parties mutual, prior written consent.

19. **GOVERNING LAW**. The laws of the State of Nebraska shall govern this Agreement.

20. **BINDING EFFECT**. This Agreement shall be binding the successors, delegees, and assigns of each party.

21. **RELATIONSHIP OF THE PARTIES**. The Parties' relationship under this Agreement shall not constitute a partnership or an agency relationship and DCPS is neither City's employee nor independent contractor hereunder.

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the Parties hereby execute this Agreement as of the day and year last written below.

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

By: ________________________________
Jessica Miller, Mayor

Date: ______________________________

ATTEST: ____________________________
Lori Matchett, City Clerk

DAVID CITY PUBLIC SCHOOLS,
a Nebraska political subdivision and school district (District No. 12-0056-000).

By: ________________________________

Name: ______________________________

Title: _______________________________

Date: _______________________________

APPROVED AS TO FORM:

____
David C. Levy, Esq., City Attorney

EXHIBIT A

The Property

Legal Description: Part of the South Half of the Northeast Quarter (S1/2 NE1/4) of Section Thirty (30), Township Fifteen (15) North, Range Three (3) East of the 6th P.M., Butler County, Nebraska.

Parcel Number: 120008449

Address: 699 Kansas Street
David City, Nebraska 68632

The City of David City & David City Public Schools

Softball Field Rental Agreement

This facility rental agreement entered into by the City of David City (Lessor) and David City Public Schools (Lessee) on _______________ for an initial term beginning __________ and ending __________, subject to renewal under Section 17, specifies the responsibilities and duties of each party and the amount owed yearly by the Lessee. The parties represented in this agreement acknowledge and accept the following conditions:

---

1. **Date and Times of Permitted Use:**
    a. Use shall begin on August 1 of each covered season and conclude upon completion of the Lessee's final sanctioned postseason event. In recognition of the Agreement with Aquinas Catholic Schools, the Lessee is given use of Field 1 (one) with shared use of Field 3 (three). Exceptions to this rule can be made for tournaments and playable conditions of the fields. If Aquinas Catholic Schools voluntarily releases scheduled field reservations or otherwise communicates nonuse to the Lessor, the Lessor may authorize additional field access to the Lessee at the Lessor's discretion.
    b. The Lessee is permitted to use the David City Ball Complex at any time during the specified period for softball practice.
    c. The Lessee is permitted to use the David City Ball Complex for in season softball games and softball tournaments upon reservation of specified dates. The specified dates must be reserved July 15th prior to the commencement of seasonal permitted use and must clearly state the following:
        i. Date of the event
        ii. Time of the event
        iii. Number of fields needed for the event
    d. Reservations become effective upon written approval by the Lessor.
    e. Post season game reservations must be requested immediately upon the public announcement by the NSAA of hosting schools and must clearly state the following:
        i. Date of the event
        ii. Time of the event
        iii. Number of fields needed for the event
    f. Post season reservations become effective upon written approval by the Lessor.

2. **Rental Fee:**
    a. The Lessee shall pay the Lessor a rental fee for use of the Lessor's facility in the amount determined by the following three-part plan:
        i. A total of **$500** for each season for the reservation of softball practices for the entire period of use.

ii. A total of **$800** for each season for the reservation of softball games for the entire period of use.
1. This fee of $800 covers an average of 8 (eight) nights of softball games per season. The Lessee will pay the entire amount regardless of the total number of in season games.
2. Under this section of the agreement, the Lessee agrees to pay for any post season games at an additional charge of $90 per game only if the stated post season game goes beyond the limit of covered games per season. If the Lessee hosts a post season game and they have not reached their 8-game limitation, the post season game (and any additional post season games) shall be of no charge to the Lessee until the amount is beyond the 8-game limitation.

iii. A total of **$550** for each softball tournament hosted over the entire period of use.

b. The balance of the rental fee shall be paid in full by the Lessee to the Lessor no later than the end of December of the current year.

3. **Responsibilities of Each Party:**

a. The Lessor shall be responsible for the following actions, services, equipment, and property:

i. Maintenance of the grounds including spraying, mowing, routine dragging, field repair, irrigation, fertilizing, etc.
ii. Maintenance of equipment including Concession stand equipment, maintenance equipment, screens/nets, bases, banners, etc.
iii. Maintenance of buildings/structures including main building, maintenance shed, garage, bleachers, fences, batting cage, scoreboards, cleaning bathrooms, lights, post holes for snow fence, etc.
iv. Game day preparation including dragging field(s), marking/chalking field(s), painting field(s), ensuring field dimensions, ensuring concession stand is stocked (through Didiers), providing access to score boards, etc.
v. Weekend tournament preparation and on-site field maintenance including dragging field prior to tournament, raking and marking/chalking prior to and during the tournament (as needed determined by city field crew), painting field(s) prior to tournament, ensuring field dimensions, ensuring concession stands are stocked, cleaning the main building for hospitality (per request by school), providing access to scoreboards, etc.

b. The Lessee is responsible for the following actions, services, equipment, and property:

i. Reservation of proper game dates and tournament dates prior to the commencement of the use of the facility
ii. Payment of the lease bill no later than the end of December of the current year
iii. Maintenance of school owned shed

iv. Purchase and maintenance of necessary ball equipment, uniforms, and other items for softball activities
v. Providing volunteers for concession stands:
    1. A concession stand agreement is included in this agreement under the concession stand use section
vi. Management/Administration of games and tournaments
vii. Paying Umpires
viii. Providing hospitality beyond the upper room of the main building
ix. Setting up/taking down a snow fence in the outfield if team wishes to have one

4. **Concession Stand Use by the Lessee**:
    a. All equipment, property, and product within the concession stand is owned and maintained by the Lessor at the Lessor's expense. Any damage, neglect, destruction, or vandalism done to the property, equipment, or product within the concession stand by the Lessee, its agents, employees, contractors, lessees, invitees, or representatives shall be compensated for in full by the Lessee. The Lessee understands and accepts any and all risks of operating the concession stands and agrees to indemnify the Lessor from any damages clarified under the *Indemnification* section of this agreement.
    b. The Lessor is responsible for providing change/starting cash and stocking the concession stand prior to any in season or post season games reserved by the Lessee. The Lessee is responsible for recording a starting inventory of the product in the concession stand, selling the product in the concession stand, recording an ending inventory of the product in the concession stand, running the equipment in the concession stand, cleaning any equipment used in the concession stand, and returning the change/starting cash to the Lessor. The change/starting cash shall be returned to the Lessor no later than next business day of the Lessor.
    c. The Lessor is responsible for counting the profit of the concession stand and paying the Lessee the proper share of the profit.
        i. The Lessee shall receive 80% of the profit. The Lessor shall withhold 20% of the profit. (Profit=Revenue-Expense of Product)
        ii. The Lessor shall pay the Lessee its share of the profit no later than the end of December of the current year
    d. The Lessee is not allowed to sell any product not already purchased through the Lessor without receiving approval from the Lessor prior the date of usage.

5. **Indemnification:**
    a. To the extent permitted by Nebraska law, each party shall be responsible for claims arising out of its own negligent acts or omissions and those of its officers, employees, and agents. Nothing herein shall be construed as assuming liability beyond that permitted by law.

6. **Assignment and Sublicensing:**
   a. The Lessee shall not assign any interest in this Agreement or otherwise transfer or sublicense the David City Ball Complex or any part thereof or permit use of the Facility to any party other than the Lessee.

7. **Procedures for rainouts, weather conditions, and unforeseen limitations**:
   a. The Lessor reserves the right to suspend, delay, relocate, modify, or cancel any practice, game, tournament, or event at the David City Ball Complex due to weather conditions, unsafe field conditions, field preservation concerns, utility failures, emergency conditions, or other unforeseen operational limitations.
   b. For purposes of this Agreement:
      i. "Rainout" means a scheduled event cancelled by the Lessor prior to the commencement of play due to weather or field conditions.
      ii. "Field Preparation" includes activities performed by the Lessor including, but not limited to, dragging, lining/chalking, painting, irrigation adjustments, mound preparation, field repair, opening facilities, restroom preparation, scoreboard preparation, concession preparation, staffing, or any other event-specific setup.
      iii. "Commencement of Play" means the first official pitch, warmup period, or official occupancy of the reserved field by participating teams, whichever occurs first.
   c. The Lessee acknowledges that routine field preparation and weather-related maintenance create operational expenses regardless of whether play occurs.
   d. Rainout Reimbursement for single games, double headers, and triangulars:
      i. The Lessee shall not receive reimbursement for the first weather-related cancellation occurring during each softball season.
      ii. Beginning with the second weather-related cancellation of the season, reimbursement shall apply as follows:
         1. If cancellation occurs prior to Field Preparation the cancelled single game, doubleheader, or triangular shall be reimbursed $90.
         2. If cancellation occurs after Field Preparation has begun no reimbursement shall be issued.
      iii. If the event is relocated by the Lessor to another playable field within the David City Ball Complex, no reimbursement shall be issued.
   e. Rainout Reimbursement for Tournaments:
      i. Any tournament canceled prior to any field preparation shall be issued a full reimbursement of $500.
      ii. Any tournament canceled after field preparation has begun but before 50% of the scheduled games are completed shall be issued a reimbursement of $250.

iii. Any tournament canceled after 50% or more of the scheduled games have been started or completed shall receive no reimbursement.

f. If the Lessee voluntarily cancels a scheduled event without direction from the Lessor, no reimbursement shall apply.
g. If a cancelled event is rescheduled and played during the same season, no reimbursement shall apply.
h. Once play has commenced, weather delays, suspensions, and decisions regarding continuation of play shall be administered by the Lessee and its officials in accordance with governing athletic association rules. No reimbursement shall apply after Commencement of Play.
i. Neither party shall be liable for failure to perform due to acts of God, severe weather, governmental action, public emergency, utility interruption, or other causes beyond reasonable control. The parties may mutually modify scheduling or performance requirements under such circumstances.

8. **Entire Agreement**:
   a. This Agreement constitutes the entire understanding between the Lessor and Lessee concerning use of the David City Ball Complex and supersedes all prior oral or written discussions, negotiations, understandings, representations, and agreements relating to the subject matter contained herein. No verbal statements or past practices shall modify or supplement this Agreement unless incorporated through written amendment in accordance with this Agreement.

9. **Amendments; Written Modification:**
   a. This Agreement may only be amended, modified, extended, or supplemented by a written instrument signed by authorized representatives of both the Lessor and the Lessee. Email correspondence, verbal agreements, prior course of conduct, scheduling communications, or administrative practices shall not constitute an amendment unless expressly stated in writing and executed by both parties.

10. **Notices:**
    a. Any notice, demand, request, approval, consent, default notice, or other communication required under this Agreement shall be deemed properly given when delivered personally, transmitted electronically with confirmation of receipt, or deposited in United States Mail, postage prepaid, addressed as follows:
       i. Lessor:
          1. City Administrator
             City of David City
             490 E Street
             David City, Nebraska 68632
          2. with copy to:
             City Clerk

City of David City
490 E Street
David City, Nebraska 68632

ii. Lessee:
1. Superintendent
David City Public Schools
750 D Street
David City, Nebraska 68632
2. with copy to:
Athletic Director
David City Public Schools
750 D Street
David City, Nebraska 68632

b. Either party may change its notice address through written notice to the other party.

11. **Governing Law and Venue:**
a. This agreement shall be governed by and interpreted in accordance with the laws of the State of Nebraska without regard to conflict of law principles. Any legal action arising under or relating to this Agreement shall be brought exclusively in a court of competent jurisdiction located within Butler County, Nebraska.

12. **No Waiver**:
a. Failure of either party to enforce any provision of this Agreement or exercise any right under this Agreement shall not constitute a waiver of future enforcement of that provision or any other provision. A waiver shall only be effective if made expressly in writing and signed by the party granting the waiver.

13. **Insurance:**
a. Each party shall maintain insurance coverage or participate in a governmental risk management program in amounts customarily maintained by Nebraska public entities for activities contemplated under this Agreement.
b. Upon reasonable request, either party shall provide evidence of such coverage. Nothing contained in this Agreement shall be construed as requiring either party to obtain insurance beyond coverage otherwise maintained in the ordinary course of operations.

14. **Independent Parties:**
a. The parties acknowledge and agree that each party shall remain an independent governmental entity and that nothing contained in this Agreement shall be construed to create an employment relationship, partnership, joint venture, agency relationship, or other business association between the parties. Neither party shall have authority to bind or obligate the other except as expressly provided herein.

15. **<u>Reservation of Governmental Immunity:</u>**
    a. Nothing contained in this Agreement shall be construed as a waiver, limitation, or relinquishment of any immunity, defense, limitation of liability, protection, or privilege available to either party under applicable federal, state, or local law, including protections available under the Nebraska Political Subdivisions Tort Claims Act and other applicable governmental immunity statutes.

16. **<u>Authority to Execute:</u>**
    a. Each individual signing this Agreement represents and warrants that he or she possesses full legal authority to execute this Agreement on behalf of the respective party and to bind that party to the terms contained herein.

17. **<u>Termination and Renewal</u>**
    a. This Agreement shall remain in effect for the term stated herein unless terminated in accordance with this section.
    b. Termination for Cause:
        i. Either party may terminate this Agreement upon written notice if the other party materially breaches any provision of this Agreement and fails to cure such breach within thirty (30) calendar days after receiving written notice describing the nature of the breach.
        ii. If the breach presents an immediate threat to public safety, causes material damage to public property, creates legal noncompliance, or substantially interferes with operation of the David City Ball Complex, the non-breaching party may suspend use immediately and terminate this Agreement upon written notice if corrective action is not promptly undertaken.
    c. Termination for Convenience:
        i. Either party may terminate this Agreement without cause by providing no less than ninety (90) calendar days written notice to the other party; provided, however, that any reserved games, tournaments, postseason events, or scheduled activities occurring within the active season shall be reasonably accommodated or mutually resolved where practical.
    d. Effect of Termination:
        i. Termination of this Agreement shall not relieve either party of obligations accrued prior to termination, including payment obligations, reimbursement obligations, indemnification obligations, or responsibility for damages occurring during the term of use. Any unpaid amounts shall become due within thirty (30) days following termination unless otherwise agreed.
    e. Renewal:
        i. Unless otherwise terminated under this section, this Agreement shall automatically renew for successive three (3) year terms subject to approval by the governing bodies of both parties. Any modifications to rates, scheduling procedures, responsibilities, or operational terms shall be adopted only through written amendment in accordance with this Agreement.

ii. The parties agree to meet and review the Agreement no later than ninety (90) days prior to expiration of each term to determine whether modifications are necessary.

Both parties have read, understand, agree with, and acknowledge the terms and conditions listed in this Agreement and hereby willingly enter into this Agreement with the opposing party.

______________________________	______________________________
Chad Denker, DCPS Superintendent	Jessica Miller, Mayor
______________________________	______________________________
Brian Hermelbracht, DCPS Athletic Director	Lori Matchett, City Clerk

The council considered the annual rental agreement with Aquinas Catholic Schools for use of the football field, track and auditorium. Staff noted that no softball field rental was included because Aquinas will be co-oping with Cross County for softball. The total rental fee under the agreement is $3,175.00.

Council Member Keith Marvin made a motion to approve the rental agreement with Aquinas Catholic Schools for Auditorium, Football fields and Track Rental. 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.

FACILITY USE AGREEMENT

This **FACILITY USE AGREEMENT** ("**Agreement**") is effective as of the date last written below by a Party (the "**Effective Date**") and is by and between the **CITY OF DAVID CITY, NEBRASKA**, a municipal corporation and city of the second class ("**City**") and **AQUINAS CATHOLIC SCHOOLS**, a Nebraska non-public school district (NP Agency ID 12-0701-000), **Aquinas Catholic Schools Foundation**, a Nebraska non-profit corporation, and **Aquinas High School**, a Nebraska non-profit corporation (collectively, "**Aquinas**"). This Agreement refers to City and Aquinas collectively as the "**Parties**" and individually as a "**Party**."

RECITALS

WHEREAS, City owns that certain real property in David City, Butler County, Nebraska, as described and depicted in **EXHIBIT A**, attached hereto and incorporated herein ("**Property**"); and

WHEREAS, the David City Football Stadium ("**Stadium**"), the David City Auditorium ("**Auditorium**") and the gymnasium within the Auditorium ("**Gym**") are located on the Property (collectively, the "**Facilities**"); and

WHEREAS, Aquinas desires to use the Stadium, Auditorium and Gym for various scholastic, athletic and social purposes; and

WHEREAS, the Parties wish to execute this Agreement to define the terms and conditions under which Aquinas may use the Facilities.

AGREEMENT

IN CONSIDERATION OF the mutual promises and covenants contained herein and other good and valuable consideration the receipt and sufficiency of which the Parties acknowledge and accept, the Parties agree as follows:

1. **USE OF FACILITIES**. City shall allow Aquinas to utilize the Facilities for the activities as provided below ("**Permitted Activity**") or "**Permitted Activities**").

A. Stadium. Aquinas may use the Stadium and all appurtenances, facilities and amenities thereto for the following Permitted Activities:

i. Up to five (5) regular season varsity football games;

ii. Up to three (3) post-season varsity football games, with City's prior written consent;

iii. Up to three (3) regular season junior-varsity football games;

iv. Up to three (3) middle school football games;

v. One (1) football scrimmage;

vii. One (1) track meet; and

viii. Up to fifty (50) regular, in-season practices for middle school and high school boys' and girls' sports.

B. Auditorium. Aquinas may use the Auditorium, including all appurtenances and facilities thereto and the Gym, for the following Permitted Activities:

i. Regular in-season middle school basketball practice;

ii. Use of the locker facilities therein for middle school and high school sports;

iii. One (1) middle school wrestling quad tournament; and

iv. One (1) two-day basketball tournament.

C. Gym. Aquinas may reserve and use the Gym on an hourly-basis, subject to the Gym Rental Payment (defined below), for any Permitted Activity. City may allow Aquinas to use the Gym for a non-Permitted Activity by providing its prior written consent.

D. Miscellaneous. City may allow Aquinas to utilize the Facilities for other purposes not described herein by providing Aquinas its prior written consent. City may, in its sole discretion, require Aquinas to provide additional payments for the right use the Stadium or Auditorium for such non-Permitted Activity.

2. **TERM**. This Agreement shall last for one (1) year beginning on the Effective Date ("**Term**").

3. **RENTAL PAYMENTS**. In consideration of City allowing Aquinas to utilize the Facilities, Aquinas shall provide the following payments in addition to any amounts City charges Aquinas for miscellaneous uses as Section 1(D) herein contemplates:

A. Annual Rental Payment. City a lump-sum payment equal to Three Thousand, One Hundred Seventy-Five and 00/100 Dollars ($3,175.00) ("**Annual Rental Payment**"). The Annual Rental Payment is due and payable from Aquinas to City within thirty (30) days of the Effective Date. The City may allow Aquinas to remit the Annual Rental Payment in installments with its prior written consent.

B. Additional Practice Payment. Aquinas shall pay to City Thirty and 00/100 Dollars ($30.00) for every practice held on the Facilities in excess of fifty (50) ("**Additional Practice Payment**"). The Additional Practice Payment shall be due and payable to City no later than thirty (30) days prior to the final day of the Term.

C. Gym Rental Payment. Aquinas shall pay to City Twenty Dollars and Zero Cents ($20.00) per hour that Aquinas reserves the Gym ("**Gym Rental Payment**"). Aquinas shall remit the Gym Rental Payment to City prior to each instance Aquinas wishes to reserve the Gym for its use.

4. **SCHEDULING**. On the first business day of the first month after the Effective Date, and on the first business day of each month thereafter, Aquinas shall provide City with a written schedule of all Permitted Activities for which Aquinas intends to use the Facilities during the following month. Such schedule shall include the date and time of each event, expected attendance, and any other information the City may request Aquinas to provide.

5. **CONCESSIONS**. Aquinas may sell food, non-alcoholic beverages, and other consumable concession products at the Facilities during the Permitted Activities, subject to the following:

A. Aquinas shall secure and maintain all necessary permits associated with the sale of concession products;

B. Aquinas shall be solely responsible for compliance with all necessary laws, regulations, and statutes pertaining to the sale of concession products;

C. Aquinas shall be solely responsible for payment of all applicable state and federal taxes relating to its selling of concession products, including but not limited to sales and use tax and income tax; and

D. City may terminate Aquinas' right to sell concession products on the Facilities at any time with written notice to Aquinas.

6. **NO REPRESENTATIONS**. City makes no representations regarding the conditions of the Facilities, their suitability for a particular purpose, or otherwise any warranty, express or implied, regarding the Property, Facilities or any amenities or appurtenances thereto.

7. **UTILITIES**. City shall pay or cause to be paid all charges for gas, electricity, water, sewer, telephone or other communication services and all other utilities servicing the Facilities utilize throughout the Term.

8. **MAINTENANCE AND REPAIRS**. City shall, at its sole expense, provide for all general repairs and maintenance of the Facilities, including but not limited to grass mowing, snow removal, maintenance of restrooms, regular painting of the football field and other general upkeep. Aquinas shall maintain the Facilities and Property in a clean, safe and good condition and keep and return the same in at least as good condition as they currently exist or may be improved, ordinary wear and tear excepted.

9. **DAMAGE**. Aquinas shall, at its sole expense, repair all damage to the Property, Facilities, and any other appurtenances, equipment, facilities, or personal property thereon, that Aquinas, its agents, invitees, licensees, employees, or assigns causes, whether intentional, negligent, or otherwise.

10. **ALTERATIONS AND IMPROVEMENTS**. Aquinas shall not make any improvements or alterations to the Premises without the City's prior written consent. Aquinas shall hold the City harmless from any costs, liens, or damages that any alteration or improvement work Aquinas permits on the Property or Facilities causes and shall immediately discharge any lien filed for services or material furnished for such work. Any improvements, alterations, repairs, additions or personal property remaining on the Property or Facilities after the expiration of this Agreement shall become City's property.

11. **SIGNAGE**. Aquinas shall not erect or place or allow the erection or placing of any signs or other similar materials on the Property or Facilities. Except that, Aquinas may erect or place promotional or informational materials for upcoming Activities on the Property or Facilities, provided that, Aquinas shall remove or cause the removal of any promotional or information signs, advertisements, posters, or other Aquinas insignia it erects or places on the Property or Facilities during the term of this Agreement within twenty-four (24) hours after the promoted or advertised event concludes. City may demand Aquinas to remove all signs and other materials from the Property or Facilities by providing written notice.

12. **INSURANCE**. During the Term, Aquinas shall obtain, maintain in effect and pay all premiums for, the following insurance coverages in connection with its use of the Property and Facilities: (a) comprehensive general public liability insurance with broad form extended coverage (including contractual liability insurance) insuring City and Aquinas against claims for personal injury, death or property damage occurring upon, in or about the Property, and such insurance shall have a limit of not less than $1,000,000.00 in respect to any injury or death to a single person and to the limit of not less than $500,000.00 in respect to property damages; and (b) insurance against such other risks as City may deem necessary or as Aquinas may desire to put into effect, of a similar or dissimilar nature. City may obtain all of the aforesaid insurance

coverages on behalf of Aquinas, and Aquinas shall immediately pay or reimburse City for the premiums in connection with any of such insurance coverages City obtains on Aquinas' behalf.

All policies of insurance shall be subject to the review and approval of City, and shall provide (a) that no material change or cancellation of said policies shall be made without fifteen (15) days prior written notice to City and Aquinas, (b) that any loss shall be payable notwithstanding any act or negligence of Aquinas or the City which might otherwise result in the forfeiture of said insurance, (c) that the insurance company issuing the same shall have no right of subrogation against the City or Aquinas and shall name the City as additional insured. All of Aquinas' policies of insurance that this Section 12 so requires shall be primary to any of City's insurance coverages for the Property or Facilities.

Aquinas shall provide City with a certificate of insurance together with satisfactory evidence (a) that the said insurance is in full force and effect or effectively renewed, and (b) the payment of the premiums for said insurance has been made.

13. **INDEMNIFICATION**. Aquinas shall indemnify and hold City harmless from all claims and demands, including those of third parties, arising from or based upon any alleged act, omission or negligence of Aquinas or any of Aquinas agents, employees, licensees, servants, invitees or employees on the Property and Facilities. Aquinas obligation hereunder to indemnify and hold City harmless from liability shall extend to any of Aquinas contracts with third parties relating to the Property, the Facilities, and Aquinas use of the same.

14. **DEFAULT**. If Aquinas defaults in the performance of any of the terms of this Agreement, and Aquinas fails to cure such default within thirty (30) days after receiving written notice from City, the City may, at its sole option, terminate this Agreement.

15. **WAIVER OF DEFAULT**. Any waiver, express or implied, by City of Aquinas' breach of this Agreement shall not be a waiver of any subsequent breach of the same or any other term, condition or promise herein.

16. **NOTICE**. Notice under this Agreement shall be given in writing to the following persons at the below addresses, which either Party may modify by providing the other Party written notice of the same:

If to City:	City of David City, Nebraska c/o City Clerk 490 E Street David City, Nebraska 68632 (402) 367-3135 cityclerk@davidcityne.gov
With a Copy to:	Baird Holm LLP c/o David C. Levy 1700 Farnam Street, Suite 1500 Omaha, Nebraska 68102 (402) 344-0500 dlevy@bairdholm.com

If to Aquinas: Aquinas Catholic Schools
c/o ______________________
____
____
____
____
____

With a Copy to: ___________________________
____
____
____
____

17. **AUTHORITY**. City and Aquinas each covenant that each said entity has full authority to execute this Agreement.

18. **ENTIRE AGREEMENT**. This Agreement represents the entire agreements, representations, understandings, and expectations between City and Aquinas. The Parties may only amend this Agreement with the Parties mutual, prior written consent.

19. **GOVERNING LAW**. The laws of the State of Nebraska shall govern this Agreement.

20. **BINDING EFFECT**. This Agreement shall be binding the successors, delegees, and assigns of each party.

21. **RELATIONSHIP OF THE PARTIES**. The Parties' relationship under this Agreement shall not constitute a partnership or an agency relationship and Aquinas is neither City's employee nor independent contractor hereunder.

[SIGNATURES FOLLOW]

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

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

By:
____
Jessica Miller, Mayor

Date: __________________________________

ATTEST: ______________________________
Lori Matchett, City Clerk

APPROVED AS TO FORM:

____
David C. Levy, Esq., City Attorney

AQUINAS CATHOLIC SCHOOLS,
a Nebraska non-public school district (NP Agency No. 12-0701-000).

By:
____

Name:
____

Title:
____

Date:
____

AQUINAS CATHOLIC SCHOOLS FOUNDATION,
a Nebraska non-profit corporation

By:
____

Name:
____

Title:
____

Date:
____

AQUINAS HIGH SCHOOL,
a Nebraska non-profit corporation

By:

____

Name: ______________________________

Title: ______________________________

Date: ______________________________

EXHIBIT A

The Property

Legal Description: Part of the South Half of the Northeast Quarter (S1/2 NE1/4) of Section Thirty (30), Township Fifteen (15) North, Range Three (3) East of the 6th P.M., Butler County, Nebraska.

Parcel Number: 120008449

Address: 699 Kansas Street
David City, Nebraska 6863

Council Member Jim Angell made a motion to adjourn at 7:39 p.m. 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.

CERTIFICATION OF MINUTES
June 24, 2026

I, Lori Matchett, duly qualified and acting City Clerk for the City of David City, Nebraska, do hereby certify with regard to all proceedings of June 24, 2026; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and available for public inspection at the office of the City Clerk; that such subjects were contained in said agenda for at least twenty-four hours prior to said meeting; that the minutes of the meeting of the City Council of the City of David City, Nebraska, were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided with advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

____
Lori Matchett, City Clerk

Check Approval List - Council

July 8, 2026

Vendor Name	Invoice Description	Account Description	Amount
GENERAL			
AMAZON CAPITAL SERVICES	Files	OFFICE SUPPLIES, PO	$39.96
AMAZON CAPITAL SERVICES	Surge protector	OFFICE SUPPLIES, PO	$62.36
AMERICAN EXPRESS	Supplies	SUBSCRIPTION FEES	$43.89
AMERICAN EXPRESS	Supplies	OFFICE SUPPLIES, PO	$19.34
APPLIED CONNECTIVE TECHNOLOGIE	Service	REPAIR & MAINT: OFFI	$702.96
BAIRD HOLM LLP	Legal Services	ATTORNEYS FEES	$5,133.00
BAIRD HOLM LLP	Legal Services	NUISANCE PROPERTI	$88.50
BAIRD HOLM LLP	Attorney Fees	ATTORNEYS FEES	$681.50
BROMM LINDAHL FREEMAN-CADDY &	Attorney Fees	NUISANCE PROPERTI	$408.50
COLUMN SOFTWARE PBC	General Legal Notice - CDA Minutes - June	PRINTING & PUBLISHI	$27.26
COLUMN SOFTWARE PBC	General Legal Notice - Edited minutes and	PRINTING & PUBLISHI	$134.42
DAVID CITY ACE HARDWARE	Keys for legion building	OFFICE SUPPLIES, PO	$13.98
DAVID CITY PAYROLL ACCOUNT	Employee Payroll from 5/24/2026 to 6/23/20	SALARIES: ADMINISTR	$1,701.67
DAVID CITY PAYROLL ACCOUNT	Employee Payroll from 5/24/2026 to 6/23/20	SALARIES: MAYOR, CI	$1,937.50
DAVID CITY PAYROLL ACCOUNT	401a Portion - June 2026	RETIREMENT PLAN	$656.00
DAVID CITY PAYROLL ACCOUNT	Employee Payroll from 5/24/2026 to 6/23/20	RETIREMENT PLAN	$1,275.78
DAVID CITY UTILITIES	Ball/Soccer Fields Water Service - June 20	UTILITIES	$99.38
HOMETOWN LEASING	Copier Lease	CAPITAL OUTLAY- OFF	$235.20
KOBZA MOTORS	Service - Towing of Nuisance	NUISANCE PROPERTI	$207.50
LINCOLN NATIONAL LIFE INSURANCE	Employee Life Insurance and LTD Insuranc	GROUP INSURANCE	$14.00
LINCOLN NATIONAL LIFE INSURANCE	Employee Life Insurance and LTD Insuranc	DISABILITY INSURANC	$31.60
ODP BUSINESS SOLUTIONS, LLC	Notes, posters, folders	OFFICE SUPPLIES, PO	$33.40
ODP BUSINESS SOLUTIONS, LLC	Notes, toner	OFFICE SUPPLIES, PO	$533.72
PAPER TIGER SHREDDING	Shredding	MISCELLANEOUS	$37.50
PETTY CASH	Reimbursement	OFFICE SUPPLIES, PO	$35.90
PITNEY BOWES	Postage Meter Lease Agreement	OFFICE SUPPLIES, PO	$198.66
STEAGER LAWN SERVICE	Service - Mowing of Nuisance Properties	NUISANCE PROPERTI	$1,200.00
TIME MANAGEMENT SYSTEMS, INC.	Monthly Software Subscription & Support	SUBSCRIPTION FEES	$99.90
U.S. POSTAL SERVICE	Postage for Postage Meter	OFFICE SUPPLIES, PO	$111.12
WASTE CONNECTIONS OF NE	Garbage Service	REPAIR & MAINTENAN	$17.09
		Total GENERAL	$15,781.59
BUILDING PERMIT FUND			
APPLIED CONNECTIVE TECHNOLOGIE	Service	CONTRACT LABOR	$103.33
DAVID CITY PAYROLL ACCOUNT	Employee Payroll from 5/24/2026 to 6/23/20	SALARIES: PART-TIME	$5,582.50
DAVID CITY PAYROLL ACCOUNT	401a Portion - June 2026	RETIREMENT PLAN	$305.67
NORTHSIDE INC.	Fuel	FUEL	$73.28
NORTHSIDE INC.	Fuel	FUEL	($3.24)
PETTY CASH	Reimbursement	OFFICE SUPPLIES, PO	$10.48
U.S. POSTAL SERVICE	Postage for Postage Meter	OFFICE SUPPLIES, PO	$111.11
WEX BANK	Fuel	FUEL	$2.02
		Total BUILDING PERMIT FUND	$6,185.15
CREATIVE DISTRICT			
BUTLER PUBLIC POWER DISTRICT	Electric Service - Airport & Billboard	UTILITIES	$32.90
REAL PATRIOT PUBLISHING	DAVID CITY VETERAN MEMORIAL MURA	CONTRACT LABOR	$13,000.00
		Total CREATIVE DISTRICT	$13,032.90
SOCIAL SECURITY FUND			
DAVID CITY PAYROLL ACCOUNT	Social Security	REMITTANCES TO IRS	$9,824.97
		Total SOCIAL SECURITY FUND	$9,824.97
TAX INCREMENT FINANC			
BAIRD HOLM LLP	Legal Services - TIF project	ATTORNEYS FEES	$133.00
		Total TAX INCREMENT FINANC	$133.00
COMMUNITY DEVEL. BLO			
SOUTHEAST NEBRASKA DEVELOPME	#22-DTR-004 SENDD Construction Manage	DOWNTOWN REVITAL	$420.00
		Total COMMUNITY DEVEL. BLO	$420.00
AIRPORT			
AKRS EQUIPMENT	Supplies	REPAIR & MAINT: EQU	$268.68
BAIRD HOLM LLP	Legal Services	ATTORNEYS FEES	$1,947.00
BUTLER PUBLIC POWER DISTRICT	Electric Service - Airport & Billboard	UTILITIES	$167.27
CITY OF DAVID CITY	Credit Card Charges	SUBSCRIPTION FEES	$60.54
DAVID CITY ACE HARDWARE	Supplies	SAFETY EXPENSES	$14.99
DAVID CITY PAYROLL ACCOUNT	Employee Payroll from 5/24/2026 to 6/23/20	SALARIES & WAGES: F	$1,067.09
DAVID CITY PAYROLL ACCOUNT	Employee Payroll from 5/24/2026 to 6/23/20	SALARIES: OVERTIME	$31.59
DAVID CITY WATER DEPARTMENT	Water Service - June 2026	UTILITIES	$28.50
PETTY CASH	Reimbursement	FUEL	$6.11
T-MOBILE	Internet and Data	UTILITIES	$28.10

Check Approval List - Council

July 8, 2026

Vendor Name	Invoice Description	Account Description	Amount
AIRPORT (continued)			
U. S. CELLULAR	Service - Phone and Data Service	UTILITIES	$68.68
		Total AIRPORT	$3,688.55
STREET			
AKRS EQUIPMENT	Supplies	REPAIR & MAINT: EQU	$579.84
AKRS EQUIPMENT	Supplies	REPAIR & MAINT: EQU	$34.27
AKRS EQUIPMENT	Service - John Deere 4450	REPAIR & MAINT: EQU	$596.37
AKRS EQUIPMENT	Supplies	REPAIR & MAINT: EQU	$37.52
ALAMO GROUP MUNICIPAL MOWING	Mower	SMALL EQUIP / VEHICL	$48,611.77
AMAZON CAPITAL SERVICES	T-Shirt	CLOTHING	$11.40
AMAZON CAPITAL SERVICES	Clothing Allowance	CLOTHING	$121.64
AMAZON CAPITAL SERVICES	Credit Memo - T-Shirt	CLOTHING	($11.40)
APPLIED CONNECTIVE TECHNOLOGIE	Service	REPAIR & MAINT: OFFI	$251.33
BOMGAARS	Sprayer Pump	REPAIR & MAINT: EQU	$89.99
BUTLER COUNTY CONCRETE & DESIG	Northland sidewalks	CAP. IMP.:SIDEWALK I	$16,850.00
BUTLER COUNTY LANDFILL INC.	City Wide Clean up	MISCELLANEOUS	$515.67
CATHER & SONS CONSTRUCTION INC	Asphalt	MATERIALS: ASPHALT	$294.80
CENTRAL SAND & GRAVEL CO.	Gravel	MATERIALS: GRAVEL	$1,484.96
DAVID CITY ACE HARDWARE	Supplies	SUPPLIES: SHOP & SM	$29.98
DAVID CITY ACE HARDWARE	Supplies	TRAFFIC CONTROL: SI	$22.76
DAVID CITY ACE HARDWARE	Shovels	SUPPLIES: SHOP & SM	$49.98
DAVID CITY PAYROLL ACCOUNT	Employee Payroll from 5/24/2026 to 6/23/20	SALARIES & WAGES: F	$19,977.26
DAVID CITY PAYROLL ACCOUNT	Employee Payroll from 5/24/2026 to 6/23/20	SALARIES: OVERTIME	$188.87
DAVID CITY PAYROLL ACCOUNT	401a Portion - June 2026	RETIREMENT PLAN	$1,240.07
DAVID CITY UTILITIES	Phone Service - June 2026	UTILITIES	$20.25
FRONTIER COOPERATIVE COMPANY	Chemicals - Cornerstone, Grazon Next HL,	CHEMICALS	$955.00
JACKSON SERVICES, INC.	Supplies	SUPPLIES: SHOP & SM	$31.79
LINCOLN NATIONAL LIFE INSURANCE	Employee Life Insurance and LTD Insuranc	GROUP INSURANCE	$11.20
LINCOLN NATIONAL LIFE INSURANCE	Employee Life Insurance and LTD Insuranc	DISABILITY INSURANC	$27.71
NEBRASKA DEPT. OF REVENUE	Sales Tax - May 2026	SALES TAX REMITTAN	$76.78
REHMER AUTO PARTS	Air Brake Tubing	REPAIR & MAINT: EQU	$5.76
REHMER AUTO PARTS	Battery	REPAIR & MAINT: EQU	$69.12
RERUCHA AG AND AUTO SUPPLY	Supplies	MISCELLANEOUS	$40.43
RERUCHA AG AND AUTO SUPPLY	Trailer Hitch Bushing	VEHICLE - REPAIR & M	$22.43
SCHMID & SONS ENTERPRISES	Service and Labor	REPAIR & MAINT: EQU	$281.30
SPECTRUM PAINT	Traffic Paint	TRAFFIC CONTROL: SI	$522.60
VERIZON WIRELESS	Wireless Service	UTILITIES	$40.01
WASTE CONNECTIONS OF NE	Garbage Service	REPAIR & MAINTENAN	$66.92
WEX BANK	Fuel	FUEL	$816.77
WINDSTREAM	Telephone Service	UTILITIES	$65.66
		Total STREET	$94,030.81
LIBRARY			
AMAZON CAPITAL SERVICES	Books	BOOKS, MAGAZINES,	$11.33
AMAZON CAPITAL SERVICES	Books	BOOKS, MAGAZINES,	$226.27
AMAZON CAPITAL SERVICES	Wipes, Tape	OFFICE SUPPLIES, PO	$52.90
AMAZON CAPITAL SERVICES	Books	BOOKS, MAGAZINES,	$47.44
AMAZON CAPITAL SERVICES	Books	BOOKS, MAGAZINES,	$235.37
AMAZON CAPITAL SERVICES	Wireless HDMI Tansmitter and Receiver	REPAIR & MAINT: EQU	$64.98
AMAZON CAPITAL SERVICES	Books	BOOKS, MAGAZINES,	$78.20
AMAZON CAPITAL SERVICES	Paper, pens, table cover, bulbs	REPAIR & MAINTENAN	$63.69
AMAZON CAPITAL SERVICES	Paper, pens, table cover, bulbs	PROGRAMS, ETC.	$25.97
AMAZON CAPITAL SERVICES	Paper, pens, table cover, bulbs	OFFICE SUPPLIES, PO	$12.79
AMERICAN EXPRESS	Supplies	REPAIR & MAINTENAN	$51.55
AMERICAN EXPRESS	Supplies	PROGRAMS, ETC.	$96.68
AMERICAN EXPRESS	Supplies	BOOKS, MAGAZINES,	$1,047.96
APPLIED CONNECTIVE TECHNOLOGIE	Service	REPAIR & MAINT: EQU	$95.00
BLACK HILLS ENERGY	Natural Gas Service -May 2026	UTILITIES	$62.31
CHARTER COMMUNICATIONS	Digital Phone and Roadrunner	UTILITIES	$110.00
DAVID CITY PAYROLL ACCOUNT	Employee Payroll from 5/24/2026 to 6/23/20	SALARIES: PART-TIME	$10,576.70
DAVID CITY PAYROLL ACCOUNT	401a Portion - June 2026	RETIREMENT PLAN	$330.29
DAVID CITY UTILITIES	Phone Service - June 2026	UTILITIES	$40.00
DEMCO	Bag, Bookmarks	PROGRAMS, ETC.	$120.86
HOMETOWN LEASING	Copier Lease	REPAIR & MAINT: EQU	$59.50
MIDWEST TAPE	Digital Accounts	BOOKS, MAGAZINES,	$555.12
WASTE CONNECTIONS OF NE	Garbage Service	REPAIR & MAINTENAN	$17.09
		Total LIBRARY	$13,982.00

Check Approval List - Council

Vendor Name	Invoice Description	Account Description	Amount
POLICE DEPARTMENT			
AMERICAN EXPRESS	Supplies	CLOTHING	$150.50
AMERICAN EXPRESS	Supplies	SUBSCRIPTION FEES	$50.00
AMERICAN EXPRESS	Supplies	OPERATING & TRAING	$208.91
APPLIED CONNECTIVE TECHNOLOGIE	Service	REPAIR & MAINT: OFFI	$278.71
BAIRD HOLM LLP	Legal Services	ATTORNEYS FEES	$442.50
DAVID CITY ACE HARDWARE	Supplies	OPERATING & TRAING	$64.93
DAVID CITY ACE HARDWARE	Supplies	OPERATING & TRAING	$106.42
DAVID CITY ACE HARDWARE	Supplies	OPERATING & TRAING	$64.95
DAVID CITY ACE HARDWARE	Supplies	MISCELLANEOUS SUP	$52.78
DAVID CITY ACE HARDWARE	Supplies	MISCELLANEOUS SUP	$55.95
DAVID CITY PAYROLL ACCOUNT	Employee Payroll from 5/24/2026 to 6/23/20	SALARIES & WAGES: F	$39,777.30
DAVID CITY PAYROLL ACCOUNT	Employee Payroll from 5/24/2026 to 6/23/20	SALARIES: OVERTIME	$3,665.07
DAVID CITY PAYROLL ACCOUNT	Employee Payroll from 5/24/2026 to 6/23/20	SALARIES: PART-TIME	$3,548.68
DAVID CITY PAYROLL ACCOUNT	401a Portion - June 2026	RETIREMENT PLAN	$1,175.36
DAVID CITY UTILITIES	Phone Service - June 2026	UTILITIES	$48.75
GUNSLINGERS LLC	Supplies	OPERATING & TRAING	$110.50
GUNSLINGERS LLC	Supplies	OPERATING & TRAING	$383.00
HARTMAN AUTO REPAIR	Service - Oil Change, Fluid Check	VEHICLE - REPAIR & M	$56.76
LINCOLN NATIONAL LIFE INSURANCE	Employee Life Insurance and LTD Insuranc	GROUP INSURANCE	$16.80
LINCOLN NATIONAL LIFE INSURANCE	Employee Life Insurance and LTD Insuranc	DISABILITY INSURANC	$46.59
NANCY A. KRENK LLC	Cleaning Services - June 2026	CONTRACT LABOR	$80.00
NEBRASKA LAW ENFORCEMENT TRA	Fleet Use Fees - Basic Training	MTGS, SCHOOL, TRAV	$175.00
NORTHSIDE INC.	Fuel, Car Wash	FUEL	$27.00
PAPER TIGER SHREDDING	Shredding	MISCELLANEOUS	$37.50
PETTY CASH	Reimbursement	MTGS, SCHOOL, TRAV	$87.16
PETTY CASH	Reimbursement	OPERATING & TRAING	$52.74
U.S. POSTAL SERVICE	Postage for Postage Meter	OFFICE SUPPLIES, PO	$111.11
VERIZON WIRELESS	Wireless Service	UTILITIES	$504.32
WEX BANK	Fuel	FUEL	$3,027.05
ANTHONY WHITMORE	Mileage & Meal Reimbursement	MTGS, SCHOOL, TRAV	$96.77
JACKSON WINKLER	Fuel for Cruiser	FUEL	$170.87
		Total POLICE DEPARTMENT	$54,673.98
SWIMMING POOL			
AQUA-CHEM	Paddle Wheel Flow Sensor	CHEMICALS	$551.74
BLACK HILLS ENERGY	Natural Gas Service -May 2026	UTILITIES	$1,002.46
COLUMBUS SCREEN PRINTING	Shirts	SAFETY EXPENSES	$184.00
DALE'S FOOD PRIDE	Spoons and straws	SUPPLIES FOR RESAL	$15.98
DAVID CITY ELECTRIC DEPT.	Electric Service - June 2026	UTILITIES	$2,667.33
DAVID CITY PAYROLL ACCOUNT	Employee Payroll from 5/24/2026 to 6/23/20	SALARIES: PART-TIME	$26,427.74
DAVID CITY WATER DEPARTMENT	Water Service - June 2026	UTILITIES	$42.02
DIDIER'S GROCERY, INC.	Supplies for Resale	SUPPLIES FOR RESAL	$238.00
DIDIER'S GROCERY, INC.	Supplies for Resale	SUPPLIES FOR RESAL	$254.76
DIDIER'S GROCERY, INC.	Supplies for Resale	SUPPLIES FOR RESAL	$579.70
DIDIER'S GROCERY, INC.	Supplies for Resale	SUPPLIES FOR RESAL	$94.50
DIDIER'S GROCERY, INC.	Supplies for Resale	SUPPLIES FOR RESAL	$604.37
DIDIER'S GROCERY, INC.	Supplies for Resale	SUPPLIES FOR RESAL	$191.50
DIDIER'S GROCERY, INC.	Supplies for Resale	SUPPLIES FOR RESAL	$92.00
DIDIER'S GROCERY, INC.	Supplies for Resale	SUPPLIES FOR RESAL	$183.70
DIDIER'S GROCERY, INC.	Batteries	SUPPLIES FOR RESAL	$13.55
KELLY SUPPLY	Pressure Valve	REPAIR & MAINT: EQU	$290.39
LINCOLN WINWATER WORKS CO.	Backflow Preventor	REPAIR & MAINT: EQU	$1,100.00
NEBRASKA DEPT. OF REVENUE	Sales Tax - May 2026	SALES TAX REMITTAN	$445.33
NEBRASKA STATE FIRE MARSHAL	Annual Boiler Certificate	REPAIR & MAINT: EQU	$36.00
PEPSI-CO	Supplies for Resale	SUPPLIES FOR RESAL	$673.29
VVS, INC. - CANTEEN	Supplies	SUPPLIES FOR RESAL	$180.59
WASTE CONNECTIONS OF NE	Garbage Service	REPAIR & MAINT - BLD	$48.15
WINDSTREAM	Telephone Service	UTILITIES	$147.08
		Total SWIMMING POOL	$36,064.18
PARK			
AKRS EQUIPMENT	Supplies	REPAIR & MAINT: EQU	$10.67
DAVID CITY PAYROLL ACCOUNT	Employee Payroll from 5/24/2026 to 6/23/20	SALARIES & WAGES: F	$5,887.01
DAVID CITY PAYROLL ACCOUNT	Employee Payroll from 5/24/2026 to 6/23/20	SALARIES: OVERTIME	$26.49
DAVID CITY PAYROLL ACCOUNT	401a Portion - June 2026	RETIREMENT PLAN	$162.06
DAVID CITY UTILITIES	Phone Service - June 2026	UTILITIES	$40.25

Check Approval List - Council

Vendor Name	Invoice Description	Account Description	Amount
PARK (continued)			
GRAINGER	Paint Strainer	REPAIR & MAINT - BLD	$40.65
NEBRASKA DEPT. OF REVENUE	Lodging Tax - May 2026	SALES TAX REMITTAN	$25.16
NEBRASKA DEPT. OF REVENUE	Sales Tax - May 2026	SALES TAX REMITTAN	$37.73
REHMER AUTO PARTS	Ez Pour Rigid Spout	REPAIR & MAINT: EQU	$11.99
SOUTHEAST NEBRASKA DEVELOPME	Services	TRACK IMPR & MAINTE	$625.00
SOUTHEAST NEBRASKA DEVELOPME	Services	TRACK IMPR & MAINTE	$625.00
STEAGER LAWN SERVICE	Service - Park Contract	CONTRACT LABOR	$22,791.67
U.S. POSTAL SERVICE	Postage for Postage Meter	OFFICE SUPPLIES, PO	$111.11
VERIZON WIRELESS	Wireless Service	UTILITIES	$53.55
WASTE CONNECTIONS OF NE	Garbage Service	REPAIR & MAINT - BLD	$66.93
WEX BANK	Fuel	FUEL	$249.65
		Total PARK	$30,764.92
AUDITORIUM			
APPLIED CONNECTIVE TECHNOLOGIE	Service	REPAIR & MAINT: EQU	$102.20
BAIRD HOLM LLP	Legal Services	ATTORNEYS FEES	$590.00
DAVID CITY ACE HARDWARE	Supplies	REPAIR & MAINTENAN	$14.99
DAVID CITY ACE HARDWARE	Supplies	REPAIR & MAINTENAN	$29.98
DAVID CITY ACE HARDWARE	Supplies	REPAIR & MAINTENAN	$15.98
DAVID CITY ACE HARDWARE	Supplies	REPAIR & MAINTENAN	$7.59
DAVID CITY ELECTRIC DEPT.	Electric Service - June 2026	UTILITIES	$365.90
DAVID CITY PAYROLL ACCOUNT	Employee Payroll from 5/24/2026 to 6/23/20	SALARIES & WAGES: F	$2,315.63
DAVID CITY PAYROLL ACCOUNT	Employee Payroll from 5/24/2026 to 6/23/20	SALARIES: OVERTIME	$416.14
DAVID CITY WATER DEPARTMENT	Water Service - June 2026	UTILITIES	$252.25
JACKSON SERVICES, INC.	Supplies	REPAIR & MAINT - BLD	$65.78
LINCOLN NATIONAL LIFE INSURANCE	Employee Life Insurance and LTD Insuranc	GROUP INSURANCE	$5.60
LINCOLN NATIONAL LIFE INSURANCE	Employee Life Insurance and LTD Insuranc	DISABILITY INSURANC	$10.88
NEBRASKA DEPT. OF REVENUE	Sales Tax - May 2026	SALES TAX REMITTAN	$140.11
PLUNKETTS PEST CONTROL	General Pest Control	REPAIR & MAINT - BLD	$75.11
SACK LUMBER COMPANY	29 Gr Self Level Sealant, Qt Cradle Caulk G	REPAIR & MAINTENAN	$81.46
U.S. POSTAL SERVICE	Postage for Postage Meter	OFFICE SUPPLIES, PO	$111.11
WASTE CONNECTIONS OF NE	Garbage Service	REPAIR & MAINTENAN	$66.92
		Total AUDITORIUM	$4,667.63
RV CAMPGROUND			
DAVID CITY ELECTRIC DEPT.	Electric Service - June 2026	UTILITIES	$167.00
DAVID CITY PAYROLL ACCOUNT	Employee Payroll from 5/24/2026 to 6/23/20	SALARIES: PART-TIME	$723.96
NEBRASKA DEPT. OF REVENUE	Lodging Tax - May 2026	SALES TAX REMITTAN	$38.12
NEBRASKA DEPT. OF REVENUE	Sales Tax - May 2026	SALES TAX REMITTAN	$159.27
WASTE CONNECTIONS OF NE	Garbage Service	REPAIR & MAINT - BLD	$133.85
WEX BANK	Fuel	FUEL	$126.45
		Total RV CAMPGROUND	$1,348.65
RECREATION PROGRAM			
APPLIED CONNECTIVE TECHNOLOGIE	Service	REPAIR & MAINT: EQU	$15.13
BAIRD HOLM LLP	Legal Services	ATTORNEYS FEES	$147.50
BRIDGING OUR COMMUNITY	Concessions Reimbursement	SUPPLIES FOR RESAL	$46.13
CATHER & SONS CONSTRUCTION INC	Limestone	REPAIR & MAINT - BLD	$1,082.50
CITY OF DAVID CITY	Umpire Fees - For Pony Tournament July 1	SALARIES: SPORT OF	$1,950.00
COLUMBUS SCREEN PRINTING	Shirt	CLOTHING	$10.50
DAVID CITY ACE HARDWARE	Supplies	REPAIR & MAINT: EQU	$79.99
DAVID CITY ACE HARDWARE	Supplies	REPAIR & MAINT: EQU	$28.58
DAVID CITY ACE HARDWARE	Supplies	REPAIR & MAINT: EQU	$16.99
DAVID CITY ACE HARDWARE	Supplies	REPAIR & MAINT: EQU	$2.36
DAVID CITY ACE HARDWARE	Supplies	REPAIR & MAINT: EQU	$6.78
DAVID CITY ACE HARDWARE	Supplies	REPAIR & MAINTENAN	$13.98
DAVID CITY ACE HARDWARE	Supplies	REPAIR & MAINTENAN	$5.59
DAVID CITY ACE HARDWARE	Supplies	REPAIR & MAINT: EQU	$17.99
DAVID CITY ACE HARDWARE	Supplies	REPAIR & MAINT: EQU	($1.00)
DAVID CITY PAYROLL ACCOUNT	Employee Payroll from 5/24/2026 to 6/23/20	SALARIES & WAGES: F	$5,475.51
DAVID CITY PAYROLL ACCOUNT	Employee Payroll from 5/24/2026 to 6/23/20	SALARIES: OVERTIME	$277.52
DAVID CITY PAYROLL ACCOUNT	Employee Payroll from 5/24/2026 to 6/23/20	SALARIES: PART-TIME	$5,188.21
DAVID CITY PAYROLL ACCOUNT	401a Portion - June 2026	RETIREMENT PLAN	$310.69
DAVID CITY UTILITIES	Ball/Soccer Fields Water Service - June 20	UTILITIES	$4,024.82
DAVID CITY UTILITIES	Ball/Soccer Fields Water Service - June 20	UTILITIES	$117.68
DIDIER'S GROCERY, INC.	Supplies for Resale	SUPPLIES FOR RESAL	$1,028.46
DIDIER'S GROCERY, INC.	Supplies for Resale	SUPPLIES FOR RESAL	$76.25
DIDIER'S GROCERY, INC.	Supplies for Resale	SUPPLIES FOR RESAL	$242.34

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Vendor Name	Invoice Description	Account Description	Amount
RECREATION PROGRAM (continued)			
DIDIER'S GROCERY, INC.	Supplies for Resale	SUPPLIES FOR RESAL	$333.83
DIDIER'S GROCERY, INC.	Supplies for Resale	SUPPLIES FOR RESAL	$312.53
DIDIER'S GROCERY, INC.	Supplies for Resale	SUPPLIES FOR RESAL	$145.76
DIDIER'S GROCERY, INC.	Supplies for Resale	SUPPLIES FOR RESAL	$116.55
DIDIER'S GROCERY, INC.	Supplies for Resale	SUPPLIES FOR RESAL	$386.98
DIDIER'S GROCERY, INC.	Supplies for Resale	SUPPLIES FOR RESAL	$321.80
DIDIER'S GROCERY, INC.	Supplies for Resale	SUPPLIES FOR RESAL	$13.99
DIDIER'S GROCERY, INC.	Supplies for Resale	SUPPLIES FOR RESAL	$27.45
DIDIER'S GROCERY, INC.	Supplies for Resale	SUPPLIES FOR RESAL	$11.55
DIDIER'S GROCERY, INC.	Supplies for Resale	SUPPLIES FOR RESAL	$175.40
DIDIER'S GROCERY, INC.	Supplies for Resale	SUPPLIES FOR RESAL	$86.25
DIDIER'S GROCERY, INC.	Supplies for Resale	SUPPLIES FOR RESAL	$344.79
DIDIER'S GROCERY, INC.	Supplies for Resale	SUPPLIES FOR RESAL	$42.38
DIDIER'S GROCERY, INC.	Supplies for Resale	SUPPLIES FOR RESAL	$48.00
DIDIER'S GROCERY, INC.	Supplies for Resale	SUPPLIES FOR RESAL	$74.07
DIDIER'S GROCERY, INC.	Supplies for Resale	SUPPLIES FOR RESAL	$305.12
DIDIER'S GROCERY, INC.	Supplies for Resale	SUPPLIES FOR RESAL	$33.86
DIDIER'S GROCERY, INC.	Supplies for Resale	SUPPLIES FOR RESAL	$4.95
DIDIER'S GROCERY, INC.	Supplies for Resale	SUPPLIES FOR RESAL	$66.99
DIDIER'S GROCERY, INC.	Supplies for Resale	SUPPLIES FOR RESAL	$2.49
DIDIER'S GROCERY, INC.	Supplies for Resale	SUPPLIES FOR RESAL	$41.98
FRONTIER COOPERATIVE COMPANY	Chemicals	CHEMICALS	$217.50
HOLLOWAY ELECTRIC LLC	Service	REPAIR & MAINT - BLD	$1,044.13
JCM COMPANIES	Service - Legion Hats	CLOTHING	$250.00
JEO CONSULTING GROUP	Services - Ballfield Restroom Addition	CAP. IMP.: ENGINEERI	$241.25
JEO CONSULTING GROUP	Services - General Engineering - Ballfields	CAP. IMP.: ENGINEERI	$2,420.00
LINCOLN NATIONAL LIFE INSURANCE	Employee Life Insurance and LTD Insuranc	GROUP INSURANCE	$2.80
LINCOLN NATIONAL LIFE INSURANCE	Employee Life Insurance and LTD Insuranc	DISABILITY INSURANC	$6.94
MUSCO SPORTS LIGHTING, INC.	Installation for Field 3	CAP. IMP.: ENGINEERI	$119,687.00
NEBRASKA DEPT. OF REVENUE	Sales Tax - May 2026	SALES TAX REMITTAN	$332.43
NEMAHA SPORTS CONSTRUCTION	David City Youth Ballfield - Application No.	CAP. IMP.: ENGINEERI	$72,117.00
WILLIAM REITER	Reimbursement - Mileage	MTGS, SCHOOL, TRAV	$96.06
RIVERSIDE PORTABLES LLC	Portable restrooms	RENTAL	$419.98
SACK LUMBER COMPANY	50 LB Athletic Field Marker	REPAIR & MAINT - BLD	$422.40
SACK LUMBER COMPANY	3.5 Qt Pail Joint Compound	REPAIR & MAINTENAN	$10.99
SOUTHEAST NEBRASKA DEVELOPME	Services	CONTRACT LABOR	$2,857.14
SOUTHEAST NEBRASKA DEVELOPME	Services	CONTRACT LABOR	$2,857.14
SYPAL'S TREE SERVICE	Load of Mulch	REPAIR & MAINT - BLD	$215.00
TWEET'S SPORT SHOP	Balls	REPAIR & MAINT: EQU	$180.00
TWEET'S SPORT SHOP	Helmet, Balls	REPAIR & MAINT: EQU	$130.00
U.S. POSTAL SERVICE	Postage for Postage Meter	OFFICE SUPPLIES, PO	$111.11
WASTE CONNECTIONS OF NE	Garbage Service	REPAIR & MAINTENAN	$62.05
WEX BANK	Fuel	FUEL	$381.35
EMI YATES	Reimbursement	SUPPLIES FOR RESAL	$5.38
		Total RECREATION PROGRAM	$227,128.87
SERVICE DEPOSITS			
BLUE VALLEY COMMUNITY ACTION	Service Deposit Refund - B Rainey	REFUNDS (WHEN MAI	$207.25
BUTLER COUNTY MINISTERIAL ASSN	Service Deposit Refund - V. Galindo	REFUNDS (WHEN MAI	$150.00
NATHAN COUFAL	Service Deposit Refund	REFUNDS (WHEN MAI	$125.11
CHAD DENKER	Service Deposit Refund	REFUNDS (WHEN MAI	$219.81
GENESIS PERSONAL DEVELOPMENT	Service Deposit Refund - V. Galindo	REFUNDS (WHEN MAI	$150.00
DAVID DOMINGUEZ GUTIERREZ	Service Deposit Refund	REFUNDS (WHEN MAI	$190.63
ASHLEY LONG	Service Deposit Refund	REFUNDS (WHEN MAI	$148.25
KELLY STORM	Service Deposit Refund	REFUNDS (WHEN MAI	$154.85
		Total SERVICE DEPOSITS	$1,345.90
ELECTRIC PLANT			
BLACK HILLS ENERGY	Natural Gas Service	GENERATING GAS	$135.45
BLACK HILLS ENERGY	Natural Gas Service - Electric Plant	GENERATING GAS	$66.99
BUTLER COUNTY WELDING	Parts	REPAIR & MAINT: EQU	$178.82
BUTLER COUNTY WELDING	Parts	REPAIR & MAINT: EQU	$50.31
CLEARFLY	VOIP Phone Services	UTILITIES	$49.75
DAVID CITY WATER DEPT.	Water Service - June 2026	UTILITIES	$53.75
JACKSON SERVICES, INC.	Wet Mops, Mops, Mats, Shop Towels, Han	SHOP & SMALL TOOLS	$99.55
NEBRASKA DEPT. OF REVENUE	Sales & Use Tax - May 2026	OFFICE SUPPLIES	$14.39
PETTY CASH	Reimbursement	OFFICE SUPPLIES	$12.42
WINDSTREAM	Telephone Service	UTILITIES	$437.56

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Vendor Name	Invoice Description	Account Description	Amount
ELECTRIC PLANT (continued)			
		Total ELECTRIC PLANT	$1,098.99
ELECTRIC SYSTEM			
AMAZON CAPITAL SERVICES	Binders	OFFICE SUPPLIES	$24.18
AMERICAN EXPRESS	Arlo Cameras	SUBSCRIPTION FEES	$21.49
AMERICAN EXPRESS	Arlo Cameras	SUBSCRIPTION FEES	$21.49
APPLIED CONNECTIVE TECHNOLOGI	IT & Computer Services	REPAIR & MAINTENAC	$868.95
BAIRD HOLM LLP	Legal Services	ATTORNEYS FEES & L	$51.00
BORDER STATES INDUSTRIES, INC.	Shrnk Trmtn	REPAIR & MAINTENAC	$1,319.41
BUTLER COUNTY TREASURER	Trailer Registration	CAP. IMPROVE: EQUIP	$3,048.43
BUTLER COUNTY WELDING	Nuts and Bolts for Sub Breakers	REPAIR & MAINTENAC	$6.00
BUTLER PUBLIC POWER DISTRICT	Subtransmission line and transformation	POWER PURCHASES:	$30,891.64
CLEARFLY	VOIP Phone Services	UTILITIES	$211.48
DAVID CITY PAYROLL ACCOUNT	Employee Payroll from 5/24/2026 to 6/23/2	SALARIES & WAGES: F	$55,695.66
DAVID CITY PAYROLL ACCOUNT	Employee Payroll from 5/24/2026 to 6/23/2	SALARIES: OVERTIME	$3,239.34
DAVID CITY PAYROLL ACCOUNT	Employee Payroll from 5/24/2026 to 6/23/2	SALARIES: ADMINISTR	$3,403.32
DAVID CITY PAYROLL ACCOUNT	Employee Payroll from 5/24/2026 to 6/23/2	SALARIES: CLERICAL	$7,050.08
DAVID CITY PAYROLL ACCOUNT	Employee Payroll from 5/24/2026 to 6/23/2	SALARIES: MAYOR, CIT	$775.00
DAVID CITY PAYROLL ACCOUNT	401a Portion - June 2026	RETIREMENT PLAN	$2,640.93
DAVID CITY PAYROLL ACCOUNT	Employee Payroll from 5/24/2026 to 6/23/2	SALARIES: INSURANC	$88.75
DAVID CITY PAYROLL ACCOUNT	Social Security Remittance	SOCIAL SECURITY RE	$5,183.46
DAVID CITY UTILITIES	Credit Card Charges - May 2026	SUBSCRIPTION FEES	$697.53
DHHS - LIHEAP	LIHEAP Refund - V. Galindo	MISCELLANEOUS	$236.40
DHHS - LIHEAP	LIHEAP REFUND - L. Bernt	MISCELLANEOUS	$365.14
DIDIER'S GROCERY, INC.	Supplies	SHOP & SMALL TOOLS	$42.88
FRONTIER COOPERATIVE COMPANY	Fuel	VEHICLES: REPAIR &	$154.48
GENERAL FUND	In Lieu of Tax and Occcupation Fee	IN-LIEU-OF-TAX REMIT	$10,680.36
GENERAL FUND	In Lieu of Tax and Occcupation Fee	OCCUPATION FEE TO	$16,031.85
GRAHAM TIRE	Tires	VEHICLES: REPAIR &	$822.60
HUSKER ELECTRIC SUPPLY COMPAN	Blackburn Tap Connector	REPAIR & MAINTENAC	$403.13
HUSKER ELECTRIC SUPPLY COMPAN	Utility bucket s-hook	SHOP & SMALL TOOLS	$95.94
HUSKER ELECTRIC SUPPLY COMPAN	Electrical Tape	REPAIR & MAINTENAC	$958.90
HUSKER ELECTRIC SUPPLY COMPAN	Connectors	REPAIR & MAINTENAC	$745.51
JEO CONSULTING GROUP, INC	Service - Electrical Distribution Improveme	CAP. IMPROVE - SYST	$7,012.50
JEO CONSULTING GROUP, INC	Services - General Engineering - AGP Sub	REPAIR & MAINTENAC	$1,296.25
JK ENERGY CONSULTING, LLC	Fixed fee service	CONTRACT LABOR	$6,000.00
KOBZA MOTORS	Service	VEHICLES: REPAIR &	$196.74
LEAGUE ASSOCIATION OF RISK MANA	Add coverage - Electric Dept - Cable Traile	INSURANCE	$128.16
LINCOLN JOURNAL STAR	RFP Electrical Improvements	PRINTING & PUBLISHI	$59.59
LINCOLN NATIONAL LIFE INSURANCE	Employee Life Insurance and LTD Insuran	GROUP INSURANCE	$19.60
LINCOLN NATIONAL LIFE INSURANCE	Employee Life Insurance and LTD Insuran	DISABILITY INSURANC	$63.86
M & O DOOR PRODUCTS	Service	REPAIR & MAINT - BLD	$402.50
NANCY A. KRENK LLC	Cleaning Services - June 2026	CONTRACT LABOR	$770.00
NEBRASKA DEPT. OF REVENUE	Sales & Use Tax - May 2026	VEHICLES: REPAIR &	$16.83
NEBRASKA DEPT. OF REVENUE	Sales & Use Tax - May 2026	REPAIR & MAINT: EQU	$29.25
NEBRASKA DEPT. OF REVENUE	Sales & Use Tax - May 2026	SALES TAX REMITTAN	$12,407.41
NEBRASKA DEPT. OF REVENUE	Sales & Use Tax - May 2026	OFFICE SUPPLIES	$3.30
NEBRASKA DEPT. OF REVENUE	Sales & Use Tax - May 2026	SHOP & SMALL TOOLS	$20.49
NEBRASKA PUBLIC POWER DISTRICT	Service - May 2026	POWER PURCHASES:	$329,199.34
C.J. NOVAK	Reimbursement - Work Boots	SAFETY EXPENSES	$200.00
ONE CALL CONCEPTS, INC.	Locate Requests	SUBSCRIPTION FEES	$32.08
POSTMASTER	Postage to mail utility bills - June 2026	OFFICE SUPPLIES	$109.87
REHMER AUTO PARTS	Roll Shop Towels	SHOP & SMALL TOOLS	$79.53
RERUCHA AG & AUTO SUPPLY	Parts	VEHICLES: REPAIR &	$16.11
SLOUP LAWN CARE	Ground Sterilant at AGP Substation	REPAIR & MAINT - BLD	$300.00
DAN SYPAL	NPPD Rebate	HEAT INCENTIVE EXP	$256.00
KENT & ALICE THOMSEN	Heat Pump Rebate	HEAT INCENTIVE EXP	$1,200.00
TIME MANAGEMENT SYSTEMS, INC.	Monthly Software Subscription & Support	SUBSCRIPTION FEES	$33.31
U.S. POSTAL SERVICE	Postage for postage meter	OFFICE SUPPLIES	$111.11
VANDENBERG ELECTRIC COMMUNIC	More cameras at the City Office	REPAIR & MAINT - BLD	$2,787.53
VERIZON WIRELESS	Wireless Phone Service	UTILITIES	$306.80
WASTE CONNECTIONS OF NE	Garbage Service	REPAIR & MAINT - BLD	$66.93
WESCO DISTRIBUTION	Material	REPAIR & MAINTENAC	$3,134.16
WESCO DISTRIBUTION	Wire	REPAIR & MAINTENAC	$892.25
WESCO DISTRIBUTION	Meters	SHOP & SMALL TOOLS	$278.43
WESCO DISTRIBUTION	Box pad	CAP. IMPROVE - SYST	$3,891.50
WESCO DISTRIBUTION	Materials	REPAIR & MAINTENAC	$142.98

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Vendor Name	Invoice Description	Account Description	Amount
ELECTRIC SYSTEM (continued)			
WESCO DISTRIBUTION	Materials	REPAIR & MAINTENAC	$35,991.00
WESCO DISTRIBUTION	Materials	REPAIR & MAINTENAC	$96.75
WESCO DISTRIBUTION	Wire	REPAIR & MAINTENAC	$1,376.43
WESTERN AREA POWER AGENCY	Electric Service for May, 2026	POWER PURCHASES:	$14,015.53
WEX BANK	Fuel	VEHICLES: REPAIR &	$1,062.83
WINDSTREAM	Telephone Service	UTILITIES	$939.48
		Total ELECTRIC SYSTEM	$570,721.76
WATER SYSTEM			
AMAZON CAPITAL SERVICES	Wrack, binder	SAFETY EXPENSES	$149.16
APPLIED CONNECTIVE TECHNOLOGI	IT & Computer Services	REPAIR & MAINT: EQU	$531.12
ARPS	Fine/Fill Sand	MATERIALS: GRAVEL,S	$176.94
BAIRD HOLM LLP	Legal Services	ATTORNEYS FEES & L	$157.50
BAIRD HOLM LLP	Attorney Fees	ATTORNEYS FEES & L	$796.50
BUTLER COUNTY CONCRETE & DESI	Concrete Work	CAP IMPROVE: LAND &	$10,430.00
CLEARFLY	VOIP Phone Services	UTILITIES	$74.48
DAVID CITY ACE HARDWARE	Supplies	SHOP & SMALL TOOLS	$22.97
DAVID CITY ACE HARDWARE	Supplies	OFFICE SUPPLIES	$112.86
DAVID CITY ACE HARDWARE	Supplies	PIPES, VALVES, FITTIN	$26.84
DAVID CITY ACE HARDWARE	Supplies	SHOP & SMALL TOOLS	$33.74
DAVID CITY ACE HARDWARE	Supplies	SHOP & SMALL TOOLS	$64.48
DAVID CITY ELECTRIC DEPT.	Electric Service - June 2026	UTILITIES	$13,000.33
DAVID CITY PAYROLL ACCOUNT	Employee Payroll from 5/24/2026 to 6/23/2	SALARIES & WAGES: F	$30,243.40
DAVID CITY PAYROLL ACCOUNT	Employee Payroll from 5/24/2026 to 6/23/2	SALARIES: OVERTIME	$2,089.47
DAVID CITY PAYROLL ACCOUNT	Employee Payroll from 5/24/2026 to 6/23/2	SALARIES: ADMINISTR	$1,701.66
DAVID CITY PAYROLL ACCOUNT	Employee Payroll from 5/24/2026 to 6/23/2	SALARIES: CLERICAL	$5,754.93
DAVID CITY PAYROLL ACCOUNT	Employee Payroll from 5/24/2026 to 6/23/2	SALARIES: MAYOR, CIT	$581.25
DAVID CITY PAYROLL ACCOUNT	401a Portion - June 2026	RETIREMENT PLAN	$554.47
DAVID CITY PAYROLL ACCOUNT	Employee Payroll from 5/24/2026 to 6/23/2	GROUP INSURANCE	$3,966.62
DAVID CITY PAYROLL ACCOUNT	Social Security Remittance	SOCIAL SECURITY RE	$2,946.71
DAVID CITY PAYROLL ACCOUNT	Insurance Premiums - L Hawk April 2026	MISCELLANEOUS	$100.28
DAVID CITY UTILITIES	Credit Card Charges - May 2026	SUBSCRIPTION FEES	$697.52
DXP ENTERPRISES, INC.	Monitor	CAP. IMPROVE: EQUIP	$1,368.85
FRONTIER COOPERATIVE COMPANY	Chemicals	CHEMICALS	$310.00
GARRATT CALLAHAN	Membrane	REPAIR & MAINTENAC	$3,147.00
GENERAL FUND	In Lieu of Tax and Occcupation Fee	OCCUPATION FEE TO	$3,916.47
HAWKINS, INC.	Chemicals	CHEMICALS	$30.00
HAWKINS, INC.	Chemicals	CHEMICALS	$8,076.78
JACKSON SERVICES, INC.	Wet Mops, Mops, Mats, Shop Towels, Han	OFFICE SUPPLIES	$153.36
JEO CONSULTING GROUP, INC	Service - David City Water Treatment Plant	CAP. IMP.: ENGINEERI	$3,051.25
JEO CONSULTING GROUP, INC	Service - North 6th Street Water Main Impr	CAP. IMP.: ENGINEERI	$5,245.00
KELLY SUPPLY COMPANY	Tubing	PIPES, VALVES, FITTIN	$118.78
KELLY SUPPLY COMPANY	Parts	PIPES, VALVES, FITTIN	$74.35
LEAGUE OF NEBR. MUNICIPALITIES	2026 Backflow Workshop on Aug 20 - D S	METER MAINT. CONTR	$75.00
LINCOLN NATIONAL LIFE INSURANCE	Employee Life Insurance and LTD Insuran	GROUP INSURANCE	$7.06
LINCOLN NATIONAL LIFE INSURANCE	Employee Life Insurance and LTD Insuran	DISABILITY INSURANC	$26.27
LINCOLN WINWATER WORKS	Safety Gloves	SAFETY EXPENSES	$129.00
LINCOLN WINWATER WORKS	Supplies	LAB SUPPLIES	$309.71
LINCOLN WINWATER WORKS	Pipette Tips & Alkaline Cyanide Reagent	LAB SUPPLIES	$97.05
LINCOLN WINWATER WORKS	Supplies	PIPES, VALVES, FITTIN	$182.73
LINCOLN WINWATER WORKS	Supplies	PIPES, VALVES, FITTIN	$736.99
MUNICIPAL SUPPLY, INC.	Supplies	PIPES, VALVES, FITTIN	$790.66
CONNOR McREYNOLDS	Clothing Allowance	CLOTHING	$444.85
NEBRASKA DEPT. OF REVENUE	Sales & Use Tax - May 2026	SALES TAX REMITTAN	$1,317.05
NEBRASKA DEPT. OF REVENUE	Sales & Use Tax - May 2026	OFFICE SUPPLIES	$3.14
NEBRASKA PUBLIC HEALTH ENVIRON	Tests	LABORATORY FEES	$204.00
NEBRASKA RURAL WATER ASSN.	2026 Membership	DUES, MTGS, MILEAGE	$450.00
NEBRASKA WATER RESOURCES ASS	Membership Dues - D Sobota	DUES, MTGS, MILEAGE	$105.00
NIPPON SANSO MATHESON INC	Parts	RENTALS: MISCELLA	$9.45
ONE CALL CONCEPTS, INC.	Locate Requests	SUBSCRIPTION FEES	$32.07
POSTMASTER	Postage to mail utility bills - June 2026	OFFICE SUPPLIES	$109.87
REHMER AUTO PARTS	Quick Coupler	SHOP & SMALL TOOLS	$8.36
REHMER AUTO PARTS	Hammer - Sledge	SHOP & SMALL TOOLS	$20.95
REHMER AUTO PARTS	1/2 Drive Deep 6PT Impact	SHOP & SMALL TOOLS	$31.48
RERUCHA AG & AUTO SUPPLY	Parts	REPAIR & MAINT: EQU	$227.89
RERUCHA AG & AUTO SUPPLY	Parts	REPAIR & MAINT: EQU	$5.90
RERUCHA AG & AUTO SUPPLY	Parts	FUEL, OIL, GAS	$48.34

Vendor Name	Invoice Description	Account Description	Amount
WATER SYSTEM (continued)			
RERUCHA AG & AUTO SUPPLY	Parts	SHOP & SMALL TOOLS	$5.70
RERUCHA AG & AUTO SUPPLY	Parts	SHOP & SMALL TOOLS	$16.32
RERUCHA AG & AUTO SUPPLY	Supplies	REPAIR & MAINT: EQU	$48.36
RERUCHA AG & AUTO SUPPLY	Parts	SHOP & SMALL TOOLS	$23.38
SACK LUMBER COMPANY	24" Wrecking Bar	SHOP & SMALL TOOLS	$17.99
SACK LUMBER COMPANY	Claw Hammer, Caulk Gun, Roof Sealant,	SHOP & SMALL TOOLS	$52.96
SACK LUMBER COMPANY	1" x 1 1/2" - 50' Univ Closure	REPAIR & MAINT - BLD	$179.79
SACK LUMBER COMPANY	Utility Pump, 5/8"x50' LD Garden Hose	SHOP & SMALL TOOLS	$117.15
SACK LUMBER COMPANY	16ct 55 Gal Contractor Bags	SHOP & SMALL TOOLS	$42.98
SACK LUMBER COMPANY	5/8" x 50' LD Garden Hose	SHOP & SMALL TOOLS	($20.41)
SACK LUMBER COMPANY	5/8" x 25' Garden Hose	SHOP & SMALL TOOLS	$16.11
SACK LUMBER COMPANY	Batteries	SHOP & SMALL TOOLS	$188.11
SACK LUMBER COMPANY	Batteries	SHOP & SMALL TOOLS	$335.37
TIME MANAGEMENT SYSTEMS, INC.	Monthly Software Subscription & Support	SUBSCRIPTION FEES	$33.30
U & I SANITATION, LLC	Trash Service	RENTALS: MISCELLA	$315.23
U.S. POSTAL SERVICE	Postage for postage meter	OFFICE SUPPLIES	$111.11
VANDENBERG ELECTRIC COMMUNIC	Well 12 fuse issues after a power outage	REP & MAINT: WELLS	$1,100.38
VANDENBERG ELECTRIC COMMUNIC	Well 11 phase monitor fail	REP & MAINT: WELLS	$440.91
VERIZON WIRELESS	Wireless Phone Service	UTILITIES	$225.41
WASTE CONNECTIONS OF NE	Garbage Service	REPAIR & MAINT - BLD	$53.51
WEX BANK	Fuel	FUEL, OIL, GAS	$1,369.39
MAVERICK WILLIAMS	Water Operator Certification	DUES, MTGS, MILEAGE	$150.00
WINDSTREAM	Telephone Service	UTILITIES	$447.60
WINDSTREAM	Service - Data & Internet	UTILITIES	$857.63
		Total WATER SYSTEM	$111,206.17
SEWER SYSTEM			
AKRS EQUIPMENT	Parts	REPAIR & MAINT: EQU	$664.02
AKRS EQUIPMENT	Parts	REPAIR & MAINT: EQU	$27.41
AKRS EQUIPMENT	Parts	REPAIR & MAINT: EQU	$98.76
APPLIED CONNECTIVE TECHNOLOGI	IT & Computer Services	REPAIR & MAINT: EQU	$454.21
ARPS	SG-3000AE, Part Load 4 1/4 to 7 3/4 cy	MATERIALS: GRAVEL,S	$1,311.88
BAIRD HOLM LLP	Legal Services	ATTORNEYS FEES & L	$8,638.50
BRB CONTRACTORS INC	Wastewater Treatment Plant Improvement	CAP. IMP.: ENGINEERI	$247,025.49
BRB CONTRACTORS INC	Wastewater Treatment Plant Improvement	CAP. IMP: WWTP IMPR	$278,838.08
BUTLER COUNTY WELDING	Parts	CAP. IMPROVE - SYST	$5.43
BUTLER COUNTY WELDING	Parts	CAP. IMPROVE - SYST	$205.50
CLEARFLY	VOIP Phone Services	UTILITIES	$40.25
DALE'S FOOD PRIDE	Water, Coffee, Creamer, Sugar, Cleaner,	OFFICE SUPPLIES	$1.80
DALE'S FOOD PRIDE	Water, Coffee, Creamer, Sugar, Cleaner,	OFFICE SUPPLIES	$4.59
DAVID CITY ACE HARDWARE	Supplies	SHOP & SMALL TOOLS	$39.99
DAVID CITY ACE HARDWARE	Supplies	REPAIR & MAINTENAC	$12.99
DAVID CITY ACE HARDWARE	Supplies	SHOP & SMALL TOOLS	$21.99
DAVID CITY ACE HARDWARE	Supplies	OFFICE SUPPLIES	$30.98
DAVID CITY ACE HARDWARE	Supplies	SHOP & SMALL TOOLS	$16.98
DAVID CITY ACE HARDWARE	Supplies	FUEL, OIL, GAS	$31.99
DAVID CITY ACE HARDWARE	Supplies	SHOP & SMALL TOOLS	$15.99
DAVID CITY ACE HARDWARE	Supplies	REPAIR & MAINT - BLD	$25.98
DAVID CITY ACE HARDWARE	Supplies	SHOP & SMALL TOOLS	$37.35
DAVID CITY ACE HARDWARE	Supplies	REPAIR & MAINT: EQU	$41.94
DAVID CITY ACE HARDWARE	Supplies	CAP IMPROVE: LAND &	$27.37
DAVID CITY ELECTRIC DEPT.	Electric Service - June 2026	UTILITIES	$6,353.62
DAVID CITY PAYROLL ACCOUNT	Employee Payroll from 5/24/2026 to 6/23/2	SALARIES & WAGES: F	$11,796.42
DAVID CITY PAYROLL ACCOUNT	Employee Payroll from 5/24/2026 to 6/23/2	SALARIES: OVERTIME	$451.15
DAVID CITY PAYROLL ACCOUNT	Employee Payroll from 5/24/2026 to 6/23/2	SALARIES: ADMINISTR	$1,701.66
DAVID CITY PAYROLL ACCOUNT	Employee Payroll from 5/24/2026 to 6/23/2	SALARIES: CLERICAL	$5,729.60
DAVID CITY PAYROLL ACCOUNT	Employee Payroll from 5/24/2026 to 6/23/2	SALARIES: MAYOR, CIT	$581.25
DAVID CITY PAYROLL ACCOUNT	401a Portion - June 2026	RETIREMENT PLAN	$455.01
DAVID CITY PAYROLL ACCOUNT	Social Security Remittance	SOCIAL SECURITY RE	$1,477.69
DAVID CITY UTILITIES	Credit Card Charges - May 2026	SUBSCRIPTION FEES	$697.52
DIDIER'S GROCERY, INC.	Supplies	CHEMICALS	$26.98
DXP ENTERPRISES, INC.	Monitor	SAFETY EXPENSES	$1,273.45
FRONTIER COOPERATIVE COMPANY	Chemicals	CHEMICALS	$190.00
GENERAL FUND	In Lieu of Tax and Occcupation Fee	OCCUPATION FEE TO	$2,433.37
HYDRO OPTIMIZATION & AUTOMATION	Lift stations controls upgarde 2026	CAP. IMPROVE - SYST	$40,949.50
JACKSON SERVICES, INC.	Wet Mops, Mops, Mats, Shop Towels, Han	OFFICE SUPPLIES	$53.74
JEO CONSULTING GROUP, INC	Service - WWTF and Trunk Sewer Constru	CAP. IMP: WWTP IMPR	$18,157.50
KELLY SUPPLY COMPANY	Supplies	REPAIR & MAINTENAC	$53.61

Check Approval List - Council

July 8, 2026

Vendor Name	Invoice Description	Account Description	Amount
SEWER SYSTEM (continued)			
CHARLES KLEMENT	Reimbursement	CLOTHING	$150.00
CHARLES KLEMENT	Reimbursement	DUES, MTGS, MILEAGE	$90.28
LINCOLN NATIONAL LIFE INSURANCE	Employee Life Insurance and LTD Insuran	GROUP INSURANCE	$5.75
LINCOLN NATIONAL LIFE INSURANCE	Employee Life Insurance and LTD Insuran	DISABILITY INSURANC	$14.20
LINCOLN WINWATER WORKS	Supplies	REPAIR & MAINTENAC	$525.90
CONNOR McREYNOLDS	Meal Reimbursement	DUES, MTGS, MILEAGE	$66.41
CONNOR McREYNOLDS	Grade 2 WW Exam Fee	DUES, MTGS, MILEAGE	$150.00
NEBRASKA DEPT. OF REVENUE	Sales & Use Tax - May 2026	SALES TAX REMITTAN	$6,155.33
NORTHSIDE, INC.	Shop supplies, pump out generator tank a	FUEL, OIL, GAS	$107.00
NORTHSIDE, INC.	Fuel for bulk tank	FUEL, OIL, GAS	$999.75
NWEA	J. Human - Grade 3-4 WW Trainng	DUES, MTGS, MILEAGE	$550.00
OSCEOLA IMPLEMENT & SUPPLY INC.	Filters for Massey Tractor	REPAIR & MAINT: EQU	$174.48
PER MAR SECURITY SERVICES	Service - Hosting Access Control, Interactiv	SAFETY EXPENSES	$1,581.00
PLUNKETTS PEST CONTROL	Pest Control - March 2026	REPAIR & MAINT - BLD	$91.38
PLUNKETTS PEST CONTROL	Rodent Control Program	REPAIR & MAINT - BLD	$225.00
PLUNKETTS PEST CONTROL	Pest Control - June 2026	REPAIR & MAINT - BLD	$91.38
POSTMASTER	Postage to mail utility bills - June 2026	OFFICE SUPPLIES	$219.75
RERUCHA AG & AUTO SUPPLY	Parts	VEHICLES: REPAIR &	$7.26
RERUCHA AG & AUTO SUPPLY	Supplies	SHOP & SMALL TOOLS	$15.66
SACK LUMBER COMPANY	Concrete Mix, Treated Lumber, Markers	REPAIR & MAINTENAC	$34.46
SACK LUMBER COMPANY	Hole Saw	SHOP & SMALL TOOLS	$17.99
SACK LUMBER COMPANY	Zip Screws, End Caps, Glash Sealant, Ha	REPAIR & MAINT - BLD	$111.55
SHAFFER COMMUNICATIONS	Radio Repair	REPAIR & MAINT: EQU	$30.00
TIME MANAGEMENT SYSTEMS, INC.	Monthly Software Subscription & Support	SUBSCRIPTION FEES	$33.29
U & I SANITATION, LLC	Trash Service	RENTALS: MISCELLA	$315.23
U.S. POSTAL SERVICE	Postage for postage meter	OFFICE SUPPLIES	$111.11
VANDENBERG ELECTRIC COMMUNIC	Overload alarm at the VFD	REPAIR & MAINTENAC	$210.00
VERIZON WIRELESS	Wireless Phone Service	UTILITIES	$40.01
WASTE CONNECTIONS OF NE	Garbage Service	REPAIR & MAINT - BLD	$717.80
WEX BANK	Fuel	FUEL, OIL, GAS	$69.90
WINDSTREAM	Telephone Service	UTILITIES	$319.18
WINDSTREAM	Service - Data & Internet	UTILITIES	$314.09
		Total SEWER SYSTEM	$643,546.68

TOTAL CLAIMS ALLOWED: $1,839,646.70

JEO Project Status Report

To: City of David City: Mayor Jessica Miller

Date: July 2, 2026

Report Prepared By: Ethan E. Joy, PE

JEO #	Project	Funding Source	Current Status	Expectations	Necessary City Action	Schedule
202024.00	Water Treatment Plant Upgrade	NE SRF	Project Complete		Closeout SRF Funding	
251034.00	Wastewater Treatment Plant and AGP Sewer Improvements	NE SRF/TIF	Startup of renovated SBRs ongoing, Demolition of lift station complete	Final earthwork and grading, minor work remaining	Review of additional work that may be needed (Lagoon)	TBD
251298.00	6th St. Water Main and WTP Backwash FM	Local/Sales Tax	Bids received and awarded to Rutjens Construction	Pre-Construction conference scheduled for July 22nd.	None	Substantially complete by October 31st.
254447.00	David City Intersection Improvements	Local	Received preliminary NDOT comments	Review of comments with city staff	None	Final Design February 2026
251890.00	David City Ballfield Restroom Addition	Rural Comm Recovery Program	Construction in progress	JEO to step back through construction, most coordination to be handled by local city staff.	None	Project construction completion August 30, 2026
260990.00	2026 Electrical Distribution Improvements	Local	Bids received and awarded.	JEO to prepare contracts	None	Group A: Sept. 18, 2026 Group B: Oct. 30, 2026 Group C: Aug. 13, 2027

Thank you.

Note: Items in Red are new from previous report.

Ethan E. Joy, PE
Branch Manager

Your Goals, Our Team, One Vision

Nemaha Sports

Here is what we have done dating back to our 5/18 week start:

- Pre-Construction meeting to get all parties on the same page
- SWPPP NOI receipt from Will and JEO approving earthwork to start
- Installed SWPPP measures
- Started/completed rough grading (including material import)
- Confirmed infield materials with Will and coordinated/scheduled work
- Installed infield materials, complete
- Will returned material submittals for irrigation and fencing items
- Had fencing coordination discussions with fence subcontractor and Will to confirm Owner desires
- Fence posts set for outfield fence
- Backstop posts set
- Preparing to install fabric for fence
- Back on-site performing grading touch-ups after the fence limits were established
- Irrigation sub on site to get started
- Several days of impact due to wet weather in June

City of David City
Department Head Monthly Report

Department: City Office

Month: June 2026

Main Projects / Activities:

- City Council Meetings: Agenda, public hearing notices, notice, minutes, and edited minutes.
- Planning Commission Meeting: Agenda, notice, minutes
- Accounts Receivable and Payable.
- Completed and mailed Utility Bill
- Printed and mailed Disconnect notices after 5 p.m.
- Payroll, electronic transfers, ACH.
- Reconciled Bank Statements.
- Updated the City website.
- Updated the in-office record list of Building and Zoning Permits.
- Completed move-ins/move-outs for David City Utilities.
- Staff assisted with Building permits, filing permits with the County Assessor, and providing owners/contractors with Building permit placards.
- Training staff to assist with Month-End Reports and Reconciliations.
- Updated Excel spreadsheet for Work Comp Audit materials, keeping updated monthly.
- Updating records and documenting directions on tasks for office positions.
- Updating procedures on Payroll and Claims.
- Scheduling Board and Committee meetings
- Working with the Swimming Pool, training, complaints, updates
- Working with the Recreation Department on umpire fees and records
- File Quarterly reports
- Working with Kyle with AMGL
- Working with Nebraska State Auditor's Office
- Raiko and Lori attended Finance Conference in Lincoln

Other: Overtime for Office Staff:

Michelle Meysenburg had 1.50 hours of overtime
Elizabeth Parker had 2.75 hours of overtime
Rachel Kahnk had 0 hours of overtime

Signature: Lori Matchett Date submitted: 6-8-2026

City of David City
Department Head Monthly Report

Department: <u>Recreation Department</u>
Month: <u>June 2026</u>

<u>Main Projects / Activities</u>

SOCCER:
Soccer fields have been maintained. The adult soccer league is underway with plenty of attendance.

BASEBALL/SOFTBALL:
- The ball program was exceptionally busy in June. Games occurred Monday through Thursday every week with frequent reschedules and added game occurring Friday through Sunday. Tball occurred every Sunday this year.
- Most teams have finished their seasons and will be attending state. There are few home games left. However, there is home tournament July 10-12 for ponies baseball.
- The ball fields have been maintained through mowing and weed whacking.

RV PARK:
The RV Park has been maintained as needed. Weed whacking and mowing have occur regularly.

RURAL COMMUNITY REDEVLOPMENT PROGRAM:
- The Musco Lighting project is complete. There was a faulty part the electrician has to replace before field 3 can be operated remotely.
- The bathroom project is still underway. The project progressed tremendously since last month. Most of the work remaining is plumbing and electrical.
- The dirt work for the new field has been completed. Fencing will be done by the end of the week and irrigation will be started this week as well.

IRRIGATION/WATER UPDATES:

The well at the ball fields is decommissioned completely adding both the ball complex and soccer complex to city water. Steager irrigation will do one last update on the old system concerning a master valve when they start the irrigation installation on the new field.

CHEMICAL APPLICATIONS:

The rec department applied chemicals three times (120 gallons) due to Sloups lack of bare ground control. Weeds had infested the warning tracks and parking lot of the ball and soccer fields and needed addressed immediately as we are in season. The RV park has not been sprayed in the bare ground areas since late April and has become unsightly. Clover is still heavily present on the soccer fields and has crept into various areas at the ball fields including the legion outfield.

PARK BOARD:

A park board meeting was conducted June 25th. The board has recommended adopting new municipal codes for sections 2-202, 2-203, and 2-204. These recommended codes affect the function and responsibility of the board.

COMP TIME & OVERTIME:

The pay period from May 24th to May 23rd reflects the following comp time and overtime hours earned:

Overtime: 0 hours

Comp time added in lieu of overtime: 22.5 hours Current Total: 53.42 hours

Other notes:

The rec department is maintaining the downtown park area.

Suggestions and/or Comments:

Signature: William Reiter___________________

Date submitted: 7/6/2026

June 2026, Library Department Head Report

Regular library hours allow community members 42 hours of in-house library service each week, 2,184 hours, annually. Online services, Libby and hoopla, offer patrons access to digital selections, 24 hours a day, 7 days a week.

General duties were completed, including organization of reports for the Library Board of Trustees and the Friends of the Library Board as well as one staff meeting.

As of June 30, 2026 4,738 items were circulated, a total of 168 items were added to the collection, 68 adult books, 9 young adult books, 66 children's books, 22 magazines, 2 special collections item and 1 DVD. A total of 121 items were withdrawn from the collection, 63 adult books, 8 children's books, 48 magazines and 2 reference items. There were 34 meetings in the Community Rooms and 27 in the Study Rooms. Attendance in the Library, June of 2026, was 2,244 as compared to attendance in 2025 of 2,064. A total of 111 cards were registered, with 60 from Butler County residents and 51 from David City residents.

During June the Library continued to provide a wide variety of educational, cultural, and recreational opportunities for residents of all ages. Summer Reading officially began, bringing increased activity throughout the library and offering programs designed to encourage literacy and lifelong learning.

The Library launched its annual Summer Reading Program with programming everyday throughout June. Families, children, teens, and adults participated in reading challenges and educational activities designed to help maintain reading skills during the summer months while encouraging regular library use. Adult and Young Adult patrons are encouraged to participated in the Summer Reading Bingo Challenge, promoting continued engagement with the library's collections and services.

The Library continued offering our usual programs:

- Virtual Road Scholar lecture, Women of Gettysburg: Unsung Heroism, providing patrons with free access to nationally recognized educational programming.
- Conducted two Book Club discussions, reading Enslaved by Ducks and The Winter People, giving participants opportunities to engage in literary discussion and community connection.
- Continued weekly Coffee & Coloring gatherings, providing a welcoming social environment that encourages creativity and reduces social isolation.
- Hosted the monthly Genealogical Society meeting, supporting local history research and family genealogy interests.

The Library continued promoting Mango Languages, this valuable resource expands educational opportunities for community members of all ages.

The Library worked alongside several community organizations throughout the month, including:

- Friends of the Library
- David City Library Foundation
- Butler County Area Foundation Fund
- Butler County Historical Society
- Road Scholar

These partnerships continue to expand programming opportunities while leveraging outside funding and community support.

On June 30, the Library celebrated two significant milestones:

- 135 years of library service to the David City community
- 30 years in the current library building

The celebration featured a free-will donation lunch, face painting, a petting zoo, chalk, bubbles, kids tattoos and a portable planetarium provided by the Edgerton Explorit Center. Major funding for this event came from the David City Library Foundation, Friends of the Library and the Carnegie Foundation Grant. The event welcomed families from throughout the community and highlighted the Library's long-standing commitment to education, literacy, and community service. Over 230 patrons came out to celebrate with us.

The Library remains grateful for the generosity of community members, businesses, civic organizations, the David City Library Foundation and the Friends of the Library. Financial contributions and sponsorships continue to make expanded programming possible while reducing costs to taxpayers. In particular, more than twenty local businesses and organizations provided sponsorships for the 2026 Summer Reading Program, allowing the Library to offer quality educational programming, incentives, and activities for area youth and families throughout the summer.

See the July newsletter and the Library's Facebook page for upcoming events.

Submitted by *Lucy Watts*, Library Director 7/1/2026

To: Library Board of Trustees

From: Library Director, Lucy Watts

RE: Library Board of Trustees Meeting—**Monday, July 6, 2026 5:30pm**

Hruska Memorial
Public Library

AGENDA

I. Call to Order (Open Meetings Act)

II. Approval of Minutes

III. Presentation of Bills

IV. Director's Report—Circulation, Dept. Head Report, Budget. (Emailed)

V. Old Business—

A. Policy Review

B. Carnegie Grant

C. Budget

D. Inventory Update

E. Other.

VI. New Business—

A. Other.

Next meeting Monday, August 10, 2026, 5:30pm

Hruska Memorial Public Library Board of Trustees Meeting

399 North 5th Street, David City, NE 68632 Monday, June 8, 2026

I. Call to order: Meeting was called to order at 5:34 p.m. by President Heather Allen, Members present were, Keith Byrkit, Aimee Scribner, Tina Kirby and Director Lucy Watts. Absent: Tiffani Jahde. President Allen reminded the board of the Open Meetings Act posted on the wall.

II. Approval of Minutes: Tina moved to approve the minutes. Aimee seconded the motion. All approved.

III. Bills: Lucy reviewed the monthly bills and payroll. The bills were discussed. Tina moved to approve the bills as presented. Heather seconded the motion. All approved.

IV. Director's Report - Circulation Report: Lucy reviewed the various reports, and discussed the budget. With 61.81% of the year gone, 59.77% of the budget has been spent.

V. Old Business:

a. Policy Review: The policy book has been separated into two books; policies and goals and plans. Copies will be emailed out the board for final review and approval at a future meeting.

b. Carnegie Grant: Options for grant spending we presented, Heather made motion to purchase a Bambu Lab 3d printer ($1,000), poster holder for Platte maps from the Hertitage room ($400), and decorations to celebrate the 135th year of the library and 250th year of America ($250). Keith seconded the motion. All approved.

c. Budget: Budget meetings will be held July 20th and 21st. Lucy will present the budget to the City Council. No updates to the budget were needed at this time.

d. Other: none.

VI. New Business:

a. Inventory Update: Librarians have started inventory and expect to finish in early July.

b. Other:

i. Steagers Service: The Library snow removal contract with Steager Lawn Service L.L.C. has expired this year, discussion was held on what to do going forward. Lucy will reach out to the City to see what options they have and to Steager's to see what a renewal contract would look like.

ii. OverDrive Magazines: The Nebraska Library Commission can no longer fund the magazine subscription option for the OverDrive/Libby app due to budget cuts. Libraries are being asked if they want to continue this service and budget options are being presented. After review of the number of magazines being checked out through the app, keeping the subscription would likely be best for the library patrons. Further discussion will be held.

VII. Adjournment: Aimee moved the meeting to be adjourned. The meeting was adjourned at 6:25 p.m.

Respectfully Submitted by,
Lucy Watts, Secretary Pro tem

David City Circulation-Item

Report ID: **149**

Total number of results: 11

Item Type	description	Count
14DAY3	14 day books (3 renewals)	1
ABK	Adult Books	730
AUDBK	Audio Books	43
CE	Circulating Equipment	7
DEFAULT	DEFAULT	2
DVD	DVDs	156
JBK	Childrens Books	2745
M	Magazines	60
MCD	Music Compact Disc	1
SPC	Special Collections	9
YABK	Young Adult Books	98

In House:	3,852
hoopla:	236
Libby:	650
Total:	4,738

Items held, added, and withdrawn in a date range by item type DAVID CITY

Report ID: **890**

Notes: for rt108922; number of items held at the start and end of a date range, and the number of items added and withdrawn during that date range

Total number of results: 15

description	held_at_start	added	withdrawn	held_at_end
14 day books (New Adult Books)	1	0	0	1
14 day books (3 renewals)	341	0	0	341
Adult Books	10496	68	63	10500
Audio Books	197	0	0	197
Circulating Equipment	35	0	0	35
DEFAULT	5	0	0	5
DVDs	980	1	0	981
AV Equipment	2	0	0	2
Childrens Books	9469	66	8	9523
Kits	5	0	0	5
Magazines	607	22	48	580
Music Compact Disc	32	0	0	32
Reference	764	0	0	764
Special Collections	1707	2	2	1707
Young Adult Books	993	9	0	1002
		168	121	

CITY OF DAVID CITY
DEPARTMENT HEAD MONTHLY REPORT

Department: **<u>Electric Department</u>**

Month: **<u>June, 2026</u>**

<u>MAIN PROJECTS/ACTIVITIES:</u>

- Did locates.
- Did NPPD Report.
- Did monthly report and invoices.
- Did City billing for June.
- Called out due to storm on June 9th.
- Replaced old breakers in North Sub. Switch gear building.
- Called to fix burned down line feeding north on Industrial Drive due to lightning from June 9th storm.
- Emergency Locate.
- Fixed street lights.
- Turned on hotel three phase transformer.
- Disconnect (3) Promise payees and reconnected.
- Disconnected [16] nonpayer customers.
- Called out for power outage at the Windstream Building.
- Called out for branch on line 992 8th Street.
- Called out for squirrel blowing line fuse.
- Working with JEO and HKS on relay settings for Water Plant. (Need to Adjust)
- Working with JEO and HKS on north substation problems. (Needs new updated relays.) ON GOING

- OVERTIME: 55.25 hrs. (Pat 0 hrs.) (Mick 11 hrs.) (Nate 13 hrs.) (John .5 hrs.) (CJ 5.75 hrs.) (Brendan 13.25 hrs.) (Trevor Smith 11.25) (Alex 0 hrs.)

<u>ACCOMPLISHMENTS AND/OR PROBLEMS:</u>

<u>SUGGESTIONS AND/OR COMMENTS:</u>

Signature: Pat [signature]

Tree Board
June 23, 2026
8:30 AM

City Administrator Intern Raiko Martinez opened the meeting at 8:30 AM in the meeting room of the City Office and notified the public of the "Open Meetings Act" posted on the west wall of the meeting room.

Present for the meeting were: Tree Board Member Nick Hein, Electric Supervisor Pat Hoeft, Park Employee Nathan Styskal, Street Supervisor Chris Kroesing, City Administrator Intern Martinez, and City Clerk Lori Matchett. Council members Kevin Woita and Rick Holland were absent.

Tree Board Member Pat Hoeft made a motion to approve the minutes of the November 6, 2024, tree board meeting as presented. Tree Board Member Chris Kroesing seconded the motion. The motion carried. Nick Hein: Yea, Pat Hoeft: Yea, Rick Holland: Absent, Chris Kroesing: Yea, Nathan Styskal: Yea, Kevin Woita: Absent Yea: 4, Nay: 0, Absent: 2.

The Tree Board discussed the meeting schedule and agreed that, although the City Code requires at least two meetings per year, the board would like to meet more frequently to remain active.

After discussion, the Board reached consensus on the following:

- The Tree Board will meet quarterly (every three months) rather than only twice per year.
- The Clerk will prepare and distribute a meeting calendar and the meeting minutes so that members have the schedule in advance.
- The Tree Board discussed times; to accommodate schedules, meetings will be held after 4 p.m.

The Tree Board discussed making the replacement of a removed park tree mandatory. Tree Board Member Chris Kroesing explained that he requested the agenda item because of concerns that property owners are removing park trees without replacing them, resulting in the gradual loss of the City's tree canopy. It was the Board's understanding that the City's ordinance was intended to require replacement of a removed park tree with a City-approved species; however, compliance has been inconsistent.

Tree Board Member Chris Kroesing proposed modifying the City's reimbursement process so that property owners would not receive the City's cost-share reimbursement for park tree removal until the required replacement tree had been planted. Under the current process, the property owner pays for the removal, submits proof of payment to the City, and is then reimbursed for the City's share of the removal cost.

- City Staff reviewed the current ordinance and advised that, if the Board wished to make replacement of a removed park tree mandatory and require it before reimbursement is issued, the ordinance should be amended to specifically state that reimbursement will not be made until the entire tree removal process is complete, including stump removal and installation of the required replacement tree. The City Staff further advised that any amendment would require approval by the City Council.
- Board members agreed that the replacement tree should remain the responsibility of the property owner and that the City should not cost-share the purchase or planting of the replacement tree.

The Tree Board reached consensus to recommend that the City Council amend the ordinance to make replacement of a removed park tree mandatory, require the replacement tree to meet City-approved species requirements, require the replacement tree to be planted at the property owner's expense, and make installation of the replacement tree a condition of reimbursement for park tree removal.

Tree Board Member Chris Kroesing provided the Tree Board with a list of hazardous trees that have been identified while measuring streets for upcoming asphalt work. He explained that the list was not comprehensive but represented trees that warranted attention. Tree notices will be prepared and mailed by the City office.

- 290 1st Street – West Ash tree is rotten and dying
- 123 3rd Street – North Ash tree is rotten
- 750 N. 3rd Street – Both maple trees rotten and dying
- 309 I Street – West maple rotten
- 917 5th Street – Both west maple trees rotten
- 489 5th Street – East maple tree rotten
- 142 6th Street – ash tree broken, hazardous branch about to fall on street
- 1182 7th Street – Northwest maple rotten at base
- 335 7th Street – Maple tree rotten
- 681 A Street – Northeast maple rotten at base
- 886 8th Street – South maple rotten and hazardous
- 1114 E Street – Maple tree rotten
- 1414 6th Street – Southwest corner tree rotten
- 1215 6th Street – South maple rotten
- 823 4th Street – Southwest maple tree rotten
- 984 D Street – South middle pin oak tree rotten
- 211 South 9th Street – Northwest tree by alley rotten

Board members identified additional trees of concern, including:

- 1110 D Street - A deteriorated maple tree located inside the sidewalk. Although not a park tree, the Board noted that the ordinance authorizes the Tree Board to order the removal of hazardous trees that pose a risk to private property or the public. Staff was directed to issue a hazardous tree notice.
- A property formerly owned by Darlene Slope, located across from the RA and south of the large greenhouse, where a large broken limb has remained in the tree since a previous storm. Staff will verify the address and inspect the tree to determine whether a hazardous tree notice is warranted.

Tree Board Member Chris Kroesing noted that he relies on reports from City staff, particularly the Electric Department, to identify hazardous trees throughout the community. Board members expressed appreciation for the ongoing efforts to monitor tree conditions and agreed that proactive identification is important for public safety.

Before moving to the next agenda item, the Board discussed the need for a formal follow-up process after hazardous tree notices are issued.

Members reviewed the current procedure, which includes sending an initial notice to the property owner and, if no response is received, issuing a second notice. However, the Board expressed concern that there is no established enforcement process if a property owner fails to respond after receiving multiple notices.

Discussion included the following recommendations:

- Staff should calendar all hazardous tree notices and review them 30 days after mailing to determine whether the property owner has responded or submitted the required application.
- If there has been no response within 30 days, staff should contact the property owner and issue a second notice, even though the ordinance currently allows 45 days for removal of hazardous trees.
- Following the second notice, if the property owner still fails to comply, the matter should be referred to the City Attorney for legal guidance and presented to the City Council to determine the appropriate enforcement action.
- Board members discussed the possibility of establishing an ordinance allowing the City to remove the hazardous tree, assess the cost to the property owner, and, if necessary, place a lien on the property. Members acknowledged that such authority would require legal review and Council approval before implementation.

The Board agreed that establishing a consistent follow-up and enforcement process is necessary to ensure hazardous trees are addressed and that notices are effective.

A Board member also inquired about whether there had been any update from the contracted tree service regarding ash trees that experienced significant leaf drop earlier in the season. No update had been received, and the member indicated they planned to have their own trees evaluated.

Tree Board Member Chris Kroesing concluded by stating that City Office Staff would mail the hazardous tree notices, along with the appropriate permit application.

Tree Board Member Chris Kroesing explained that this discussion was prompted by a complaint received after the most recent storm regarding tire and grapple marks left in a property owner's parkway during storm debris removal. He noted that the City is responsible for clearing streets to make them safe and passable but is not required by ordinance to remove storm debris from private property. The Street Department voluntarily assists residents by collecting storm debris placed in the parkway and emphasize that crews do not remove debris from backyards or other private property.

Tree Board Member Chris Kroesing explained that the Street Department takes every reasonable precaution to minimize damage while using heavy equipment, but some turf disturbance is unavoidable when removing large piles of branches with loaders and grapples. He asked the Board for guidance on how to address similar concerns in the future.

Board members expressed appreciation for the Street Department's efforts and acknowledged the significant amount of work completed following the storm. It was noted that approximately 28 dump truck loads of storm debris were removed, despite the storm being relatively minor.

After discussion, the Board agreed that the City could provide advance notice to residents that minor damage to parkway grass may occur during storm cleanup operations. Members suggested including a disclaimer in IRIS emergency alerts, on the City's Facebook page, or other public communications stating that:

- The City provides storm debris pickup as a service to residents.
- Minor damage to parkway grass may occur when heavy equipment is used to remove debris.

- Residents who prefer to avoid the possibility of turf damage may choose to dispose of storm debris themselves.

Board members also suggested that this topic be considered during future updates to the City's tree ordinance and related policies to provide clearer guidance regarding storm cleanup responsibilities and liability.

Tree Board Member Chris Kroesing provided an update on the large cottonwood tree located in the alley near 858 E Street. He explained that the tree is in extremely poor condition, with the trunk split in multiple locations, and is considered a significant public safety concern. The tree has caused recurring issues for the Electric Department during storms and poses a substantial risk to nearby power lines, garages, and other structures if it were to fail.

Tree Board Member Chris Kroesing reported that he measured the tree's location from the adjacent power pole and determined it appears to be within the City's alley right-of-way, indicating it is likely a City-owned tree. A final measurement will be taken to confirm its exact location.

To prepare for removal, Tree Board Member Chris Kroesing contacted four licensed arborists to obtain estimates. At the time of the meeting, only one estimate had been received, with additional responses still pending. Due to the tree's size and location, specialized equipment, including a crane, will likely be required to safely remove the tree without damaging nearby buildings or utilities.

Tree Board Member Pat Hoeft noted that the tree has created ongoing maintenance issues for the Electric Department for several years. Once the tree is removed, the Department intends to rebuild the nearby overhead electrical lines, which have sustained repeated storm damage.

The Board also discussed the need to temporarily disconnect electrical service during removal to ensure the safety of the contractor and utility crews. Staff indicated they would coordinate with the Electric Department and the selected contractor to determine the safest approach.

Tree Board Member Chris Kroesing stated that once the remaining estimates are received, he will meet with City staff to determine the most appropriate course of action and move forward with removal as quickly as possible to prevent damage or injury.

The Board agreed that the hazardous tree should be addressed promptly due to the potential liability and safety risks. No formal action was taken.

Tree Board member Nick Hein made a motion to adjourn at 9:04 a.m. Tree Board Member Chris Kroesing seconded the motion. The motion carried. Nick Hein: Yea, Pat Hoeft: Yea, Rick Holland: Absent, Chris Kroesing: Yea, Nathan Styskal: Yea, Kevin Woita: Absent
Yea: 4, Nay: 0, Absent: 2

Minutes by Lori Matchett, City Clerk

David City Police Department

Chief of Police – Marla Jo Schnell #40

Department Head Monthly Report

Month: JUNE 2026

1. Mowing notices, ordinances, and street parking notices
2. Summer Fest, Relay for Life all went well
3. Vacation was well needed and thanks to all who helped so that I could take time off
4. Mental Health is an issue right now with lots of calls for suicidal persons
5. K9 Kira is doing great
6. We will be helping with Fair and will have extra on duty
7. Sent out for 2 grants- Sandhills energy and BNSF
8. Working on budget

Signature: Marla Jo Schnell Date submitted: 06/30/26

City of David City

Department Head Report

Street Department

June 2026

Main Projects/Activities

- Vacation, Sick Leave, Comp Time, Holiday
- Fog Mosquitoes
- Spray Weeds in town and airport
- Grind Curbs
- Paint traffic lines most of the month
- Sweep Rising City Streets
- Varmint Control at Airport
- Clean up tree dump
- Sweep Streets
- Replace bad curbs downtown
- Haul rock for water department
- Mower maintenance
- Tree Board Meeting
- Replace bad signs
- Grade gravel roads
- Mow NWD
- Mow Airport and weed eat
- Patch Pot Holes
- Cut trees
- Equipment maintenance
- Pick up used oil from farmers
- Repair alleys
- Tree notices
- Work on broke down equipment
- Receive boom mower but not able to use yet due to poor control hook up in tractor
- Dust control around fair grounds

Date Submitted: July 8, 2026

City of David City

Department Head Monthly Report

Department: Power Plant

Month: June 2026

Main Projects / Activities

June

This month I have been working on the water department's trencher roller, I had to cut off the old pins and relocate them to fit onto the ne backhoe.

(#2 engine update) I have received a Quote for #2 engine from Malloy Industrial. I am still waiting on NMC to get me a quote to remove the stator, rotor, pedestal bearing, and excitor, and install it as well. They are trying to find out more information about this older engine and the correct process to remove the stator and rotor shaft.

Other Projects

Regular cleaning, maintenance and groundskeeping

Comments:

Signature: John Smaus

Date submitted

July 8, 2026

City of David City Department Head Monthly Report

From: Wastewater Department Report for Month: June 2026

Influent Flow: (Influent Station): 25,239,480 Gallons
Average Daily Influent Flow: 841,316 Gallons

Effluent Flow:
Out-fall Flow #001(Lagoon Discharge): 0 Gallons
Out-fall Flow #002 (Irrigation): *(*Crucible Farms and Schmid Farms*)* – 0 Gallons
Out-fall Flow #003 (Irrigation): *(*Dietrich Farms*)* – 0 Gallons
Out-fall Flow #004(Direct Discharge):
Average Daily Effluent Flow: 819,505 Gallons
Total Effluent Flow: 23,765,653 Gallons
Max Effluent Flow: 915,704

- Started discharging to Lagoon D so the farmers can pump out of it. We will continue to fill lagoons for irrigation purposes

Maintenance:

- Upkeep inside/outside of buildings
- Performed reactive maintenance on both mowers due to issues
- Changed out the internal air filters on all blowers
- Had EES out to replace seal and oil in Blower 5

***Sampling*:**

- Influent samples are currently being drawn biweekly.
- Effluent samples are currently being drawn biweekly.
- Performing permit required sampling when due.

Wastewater Projects:

- Assist other departments as needed.
- Process testing done when needed, typically 2x a week
- Monthly update meeting with JEO and BRB. A new WCD is being discussed to dredge the lagoons of all the sludge. This would be a costly, but necessary project, and would likely be added to the SRF.
- Continued to stay ahead of mowing, weed-eating, and spraying around basins and lagoons
- Worked with Lori and other team members to get 2027 budget drafted
- New lift station installed at the Wahoo Locker Tallow Facility.
- Dick Armstrong from Aqua Aerobics out for startup on two refurbished basins. Worked closely with BRB to get basins checked and started up on schedule.

- Moved influent sampler up to splitter box by basins to allow for more accurate testing of influent water.
- Trained with Dan about lift station rounds, and took up doing those 2x a week
- Talked to the farmers that irrigate out of our lagoons and diverted effluent flow to Lagoon D for irrigation

Overtime Hours:

Josh: 3.25   Anthony: 4.75

- Wastewater Power loss site check
- Campground lift station call
- RO 1 and 2 Alarm

Report completed by: Josh Human   **Date:** 7/8/2026

City of David City, Nebraska

Financials Report

Fiscal Year: October 1, 2025 to June 30, 2026

Corrected 7/8/2026

FUND	JUNE 2026 REVENUE	CURRENT YEAR TO DATE REVENUE	JUNE 2026 EXPENSE	CURRENT YEAR TO DATE EXPENSE	MONTHLY PROFIT/LOSS	YEAR TO DATE PROFIT/LOSS
Sales Tax	$106,534.23	$1,161,506.60	$1,056,876.38	$2,325,621.38	($950,342.15)	($1,164,114.78)
General	$227,568.67	$139,106.60	$29,141.65	$259,499.50	$198,427.02	($120,392.90)
Building Permits	$2,281.25	$15,592.08	$5,993.95	$70,757.35	($3,712.70)	($55,165.27)
Keno Account	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Creative District	$4,028.35	$4,028.35	$13,032.90	$17,279.62	($9,004.55)	($13,251.27)
Street Department	$985,910.09	$1,153,598.13	$55,627.29	$954,302.10	$930,282.80	$199,296.03
Recycling	$0.00	$0.00	$0.00	$704.42	$0.00	($704.42)
Police Department	$14,743.36	$22,404.11	$61,377.43	$670,639.26	($46,634.07)	($648,235.15)
Swimming Pool	$30,049.42	$44,121.13	$39,462.56	$61,093.10	($9,413.14)	($16,971.97)
Park	$1,772.97	$6,377.97	$6,952.21	$157,584.37	($5,179.24)	($151,206.40)
Recreation Department	$13,612.82	$62,026.67	$95,082.08	$466,448.00	($81,469.26)	($404,421.33)
Library	$1,379.94	$3,248.39	$12,921.12	$128,031.24	($11,541.18)	($124,782.85)
Schweser House	$210.00	$1,030.50	$0.00	$405.32	$210.00	$625.18
RV Campgrounds	$2,880.00	$19,030.00	$8,890.08	$21,524.49	($6,010.08)	($2,494.49)
Auditorium	$727.77	$12,098.40	$5,553.27	$427,757.94	($4,825.50)	($415,659.54)
Airport	$5,870.57	$454,519.33	$1,797.50	$93,690.06	$4,073.07	$360,829.27
Various Purpose	$21,070.19	$229,855.18	$92,693.75	$146,475.00	($71,623.56)	$83,380.18
Social Security	$4,959.03	$67,720.52	$9,824.97	$72,474.18	($4,865.94)	($4,753.66)
K-9 Donation Fund	$195.00	$7,962.94	$49.96	$2,150.21	$145.04	$5,812.73
Tax Increment Financing	$1,730,208.01	$2,514,739.04	$1,929,195.98	$2,058,120.80	($198,987.97)	$456,618.24
Capital Improvement	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Community Development	$0.00	$324,504.55	$4,028.35	$149,837.41	($4,028.35)	$174,667.14
CITY	$3,154,001.67	$6,243,470.49	$3,428,501.43	$8,084,395.75	($274,499.76)	($1,840,925.26)
Water System	$140,542.27	$1,626,457.58	$202,653.98	$2,069,906.00	($62,111.71)	($443,448.42)
Electric System	$635,371.59	$5,674,134.29	$587,288.11	$5,672,499.12	$48,083.48	$1,635.17
Sewer System	$103,042.35	$4,380,434.78	$525,081.56	$4,568,959.09	($422,039.21)	($188,524.31)
Electric Plant	$1,313.51	$95,889.70	$1,313.51	$95,889.70	$0.00	$0.00
Electric Bond Account	$0.00	$22,562.50	$0.00	$22,562.50	$0.00	$0.00
Sewer Lagoon Improv.	$0.00	$62,655.40	$93,570.00	$137,287.14	($93,570.00)	($74,631.74)
Electric Plant Debt	$0.00	$33,334.80	$0.00	$0.00	$0.00	$33,334.80
Water Debt Repayment	$0.00	$25.01	$0.00	$0.00	$0.00	$25.01
Water Extension & Replace	$847.00	$4,623.29	$0.00	$0.00	$847.00	$4,623.29
Water Bond Payment	$0.00	$126,763.03	$0.00	$23,868.75	$0.00	$102,894.28
Sewer Bond & Interest	$0.00	$0.00	$0.00	$48,192.50	$0.00	($48,192.50)
Service Deposits	$1,358.89	$14,395.05	$907.15	$8,006.07	$451.74	$6,388.98
Community Development Agency	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
UTILITIES	$882,475.61	$12,041,275.43	$1,410,814.31	$12,647,170.87	($528,338.70)	($605,895.44)
Total Regular Funds	$4,036,477.28	$18,284,745.92	$4,839,315.74	$20,731,566.62	($802,838.46)	($2,446,820.70)

City Investments	
Sales Tax	$2,343,599.65
General	$4,341.45
Swimming Pool	$262,334.37
Airport	$1,437.32
Various Purpose	$69,184.78
Social Security	$3.65
Tax Increment Financing	$2,153,765.39
Capital Improvement	$0.00
CDBG	$0.00
Total City Investments	**$4,834,666.61**

Checking Accounts - As of June 30, 2026	
City Checking Account	$1,073,932.73
City Checking Account - Payroll	$0.00
David City Checking Account	$1,523,154.49
Community Development Agency	$0.00
Keno Savings Account	$11,879.40
Keno Checking Account	$544.24
Total Balance	**$2,609,510.86**

Utility Investments	
Electric Dept. Contingency	$101,738.52
Water Department	$10,582.25
Electric Department	$230,225.71
Wastewater Department	$5,095.74
Electric Bond Account	$0.00
ARPA Funds	$0.00
Sewer Lagoon Improvements	$19,936.13
Electric Plant Debt Reserve	$92.97
Water Deb Repay Reserve	$101,564.07
Water Ext & Repl Reserve	$20.20
Water Bond Payment Account	$195.69
Sewer Bond & Interst	$0.00
Total Utility Investments	**$469,451.28**

Notes Receivable		
Michael Foods - Henningsen Foods	Monthly (2026 - 2034)* 2% Interest	$8,630.00
AG Processing	Monthly (2025 - 2045)- 4.76% Interest	$33,477.17

I, Lori Matchett, City Clerk-Treasurer of the City of David City, Nebraska, do hereby swear that the information contained in the above and foregoing report is complete, correct and true to the best of my knowledge and belief.

Dated: July 2026

Lori Matchett, CMC City Clerk-Treasurer
City of David City, Nebraska

CITY OF DAVID CITY / DAVID CITY UTILITIES - TREASURER'S REPORT Jun-26

	CITY DEPARTMENTS	Ending Balance Sept. 30, 2025	Debit	Credit	Ending Balance 6/30/2026
10	Sales Tax	$3,174,009.36	$1,176,084.65	$2,380,238.88	$1,969,855.13
11	General	($1,196,289.85)	$1,788,279.34	$261,774.41	$330,215.08
12	Building Permits	$0.00	$15,576.94	$70,742.21	($55,165.27)
13	Keno Account	$0.00	$0.00	$0.00	$0.00
14	Creative District	$9,281.45	$4,028.35	$17,279.62	($3,969.82)
21	Street	$0.00	$1,153,663.53	$954,367.50	$199,296.03
23	Recycling	$0.00	$0.00	$704.42	($704.42)
32	Law Enforcement	$0.00	$22,536.10	$670,771.25	($648,235.15)
41	Swimming Pool	$0.00	$39,544.29	$61,753.58	($22,209.29)
42	Park	$0.00	$7,548.82	$158,755.22	($151,206.40)
43	Ball Program	($135,424.89)	$62,854.67	$467,276.00	($539,846.22)
44	Library	$0.00	$3,358.39	$128,141.24	($124,782.85)
45	Schweser House	$19,596.76	$1,030.50	$405.32	$20,221.94
46	Football Field Reno.	$0.00	$0.00	$0.00	$0.00
49	RV Campgrounds	$102,313.83	$19,490.00	$21,984.49	$99,819.34
52	Auditorium	$0.00	$17,649.86	$433,309.40	($415,659.54)
53	Airport	($535,977.00)	$462,831.98	$102,022.29	($175,167.31)
60	Various Purpose	$454,391.72	$228,912.24	$146,475.00	$536,828.96
70	Social Security	$6,957.51	$67,720.44	$72,474.18	$2,203.77
72	Donations	$3,748.49	$0.00	$0.00	$3,748.49
73	K-9 Donation Fund	$1,836.07	$7,962.94	$2,150.21	$7,648.80
82	Tax Increment Fncg.	$1,493.51	$3,599,843.75	$3,937,964.55	($336,627.29)
85	Capital Improvements	$175,242.66	$0.00	$0.00	$175,242.66
88	CDBG	$27,738.95	$336,042.74	$161,375.60	$202,406.09
90	Economic Devlpmt.	$10.00	$0.00	$0.00	$10.00
97	Contingency	$10.00	$0.00	$0.00	$10.00
		$2,108,938.57	$9,014,959.53	$10,049,965.37	**$1,073,932.73**

	CITY INVESTMENTS	Ending Balance Sept. 30, 2025	Debit	Credit	Ending Balance 6/30/2026
10	Sales Tax	$2,303,965.49	$39,634.16	$0.00	$2,343,599.65
11	General	$399,282.28	$59.17	$395,000.00	$4,341.45
41	Swimming Pool	$257,097.05	$5,237.32	$0.00	$262,334.37
53	Airport	$1,417.74	$19.58	$0.00	$1,437.32
60	Various Purpose	$68,241.84	$942.94	$0.00	$69,184.78
70	Social Security	$3.57	$0.08	$0.00	$3.65
82	Tax Increment Fncg	$1,130,747.28	$1,023,018.11	$0.00	$2,153,765.39
85	Capital Improvement	$0.00	$0.00	$0.00	$0.00
88	CDBG	$0.00	$0.00	$0.00	$0.00
		$4,160,755.25	$1,068,911.36	$395,000.00	**$4,834,666.61**

UTILITY DEPTS.		Ending Balance Sept. 30, 2025	Debit	Credit	Ending Balance 6/30/2026
24	Water Department	($3,330,649.66)	$2,105,870.65	$2,551,494.79	($3,776,273.80)
25	Electric Department	$921,071.05	$7,665,663.58	$6,172,984.15	$2,413,750.48
26	Sewer Department	($1,137,317.31)	$5,068,421.25	$4,912,014.64	($980,910.70)
28	Elec Power Plant Exp.	$0.00	$100,056.37	$100,056.37	$0.00
30	Electric Bond Acct.	$0.00	$22,562.52	$22,562.50	$0.02
32	ARPA Funds	$0.00	$0.00	$0.00	$0.00
36	Sewer Lagoon	$3,032,510.66	$62,384.00	$43,717.14	$3,051,177.52
63	Electric Plant Debt	$54,609.24	$33,333.36	$0.00	$87,942.60
64	WA Debt Repay Res	$0.00	$0.00	$0.00	$0.00
65	Water Ext & Repl.	$153,195.16	$7,623.00	$0.00	$160,818.16
66	WA Bond Payments	$428,403.81	$126,760.00	$23,868.75	$531,295.06
67	Sewer Bond & Int.	-$48,173.64	$0.00	$48,192.50	($96,366.14)
95	Service Deposits	$125,332.33	$29,494.67	$23,105.69	$131,721.31
		$198,981.64	$15,222,169.40	$13,897,996.53	$1,523,154.51

UTILITY INVESTS		Ending Balance Sept. 30, 2025	Debit	Credit	Ending Balance 6/30/2026
20	Electric Dept. Contingency	$100,158.09	$1,580.43	$0.00	$101,738.52
24	Water Department	$10,421.62	$160.63	$0.00	$10,582.25
25	Electric Department	$1,721,269.97	$8,955.74	$1,500,000.00	$230,225.71
26	Wastewater Department	$5,026.66	$69.08	$0.00	$5,095.74
30	Electric Bond Acct.	$0.00	$0.00	$0.00	$0.00
32	ARPA Funds	$11,995.34	$0.00	$11,995.34	$0.00
36	Sewer Lagoon Improvements	$19,664.73	$271.40	$0.00	$19,936.13
63	Electric Plant Debt Reserve	$91.53	$1.44	$0.00	$92.97
64	Water Debt Repay Reserve	$99,523.98	$2,040.09	$0.00	$101,564.07
65	Water Ext & Repl Reserve	$19.94	$0.26	$0.00	$20.20
66	Water Bond Payment Acct.	$192.40	$3.29	$0.00	$195.69
67	Sewer Bond & Interest Red.	$0.00	$0.00	$0.00	$0.00
		$1,968,364.26	$13,082.36	$1,511,995.34	$469,451.28

I, Lori Matchett, City Treasurer of the City of David City, Nebraska, do hereby certify that the statements of receipts and expenditures for June 2026 are true to the best of my knowledge and belief.

____

Lori Matchett

RESOLUTION NO. 9 - 2026

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF DAVID CITY, NEBRASKA, AUTHORIZING THE CITY ATTORNEY TO SOLICIT BIDS FROM THIRD PARTIES TO CONDUCT AN INVESTIGATION INTO ALLEGATIONS OF FINANCIAL MALFEASANCE BY CITY OFFICIALS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 10, 2026, at a regular meeting of the City Council of the City of David City, Nebraska (the "**City**"), the City discussed recent allegations made against the City's officials relating to, among other things, alleged financial mismanagement and corruption (collectively, the "**Allegations**"); and

WHEREAS, the City declares that the Allegations are unsubstantiated and harmful to the City's ability to conduct business; and

WHEREAS, the City nonetheless finds it in the best interest of the City and its residents to engage an independent, non-partisan third-party to investigate the Allegations by reviewing the City's books and records, interviewing the City's employees, and prepare a report of its findings to the City during a regular meeting (the "**Investigation**").

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

1. Authorization to Solicit Bids. The City hereby directs the City Attorney to solicit bids from three (3) entities to conduct the Investigation and to present the same to the City at the City's next regular meeting. The City shall make the scope of the Investigation public. The bidding entities shall meet the following criteria:

A. The entities shall have no explicit political affiliation or political purpose of any kind;

B. The entities shall have no connection to the City, Baird Holm LLP, or any candidate for any public office in the City, Butler County, Nebraska, or any agencies of the State of Nebraska.

C. The individual(s) of the entities that will conduct the Investigation must hold a valid and current certification or licensure from the State of Nebraska that qualifies said individual(s) to conduct an Investigation and that subjects the individual(s) to stated, publicly-available rules of professional responsibility or rules of professional conduct.

2. Authorization to Engage. The City hereby authorizes the Mayor to engage the entity that the City chooses, by majority vote, from the three (3) bids the City Attorney presents to the City. The City further authorizes the Mayor to execute all documents necessary to effectuate and carry out the engagement.

3. Effective Date. This Resolution takes immediate effect upon approval.

PASSED AND APPROVED THIS 8th DAY OF JULY, 2026.

Jessica Miller, Mayor

ATTEST

Lori Matchett, City Clerk

APPROVED AS TO FORM:

David C. Levy, Esq., City Attorney

ORDINANCE NO. 1533

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF DAVID CITY, NEBRASKA, AUTHORIZING EXECUTION OF THAT CERTAIN AMENDMENT NO. 01 TO LOAN AGREEMENT WITH NEBRASKA DEPARTMENT OF WATER, ENERGY, AND ENVIRONMENT (DWEE PROJECT NO. D311686); REPEALING ALL ORDINANCES IN CONFLICT THEREWITH; AUTHORIZING PUBLICATION IN PAMPHLET FORM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of David City, Nebraska, a municipal corporation and city of the second class (the "**City**") executed that certain Loan Agreement (SRF Project No. D311686) on April 5, 2023 (the "**Loan Agreement**"), with the State of Nebraska, acting by and through the Nebraska Department of Water, Energy, and Environment, a consolidation of the Nebraska Department of Environment and Energy and the Nebraska Department of Natural Resources pursuant to Section 81-1571(1) of the Nebraska Revised Statutes (collectively, the "**Lender**"); and

WHEREAS, under the Loan Agreement, the Lender provided the City with a loan in the original principal amount of Twelve Million and 00/100 Dollars ($12,000,000.00) (the "**Loan**") from the State Revolving Fund Program pursuant to Nebraska Revised Statutes Section 71-5318; and

WHEREAS, the City is using the Loan in connection with improving its existing water treatment plant filters, converting from lime softening to reverse osmosis, upgrading chemical feed systems, and providing other general improvement to address Manganese (collectively, the "**Project**"); and

WHEREAS, the City desires to execute that certain Amendment No. 01 to Loan Agreement with Lender to, among other things, increase the Loan by Three Hundred Fifty Thousand and 00/100 Dollars ($350,000.00), a copy of which is attached hereto and incorporated herein as **Exhibit A** (the "**Amendment**"); and

WHEREAS, the City finds it in the best interest of the City, its residents, and the Project to execute the Amendment.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF DAVID CITY, NEBRASKA, as follows:

1. **Amendment**. The City hereby authorizes the Mayor to execute the Amendment in substantially the same form as **Exhibit A**.

2. **Further Authorization**. The City hereby authorizes the Mayor and City Clerk to execute such further documents and to take such further actions as necessary to effectuate the purposes herein.

3. **Conflicting Ordinances**. The City hereby repeals any other ordinances or sections of any ordinance 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. **Effective Date.** This Ordinance shall be in full force and effect from immediately upon passage and approval and publication in pamphlet form.

PASSED AND APPROVED THIS 8TH DAY OF JULY, 2026.

Jessica Miller, Mayor

ATTEST:

Lori Matchett, City Clerk

APPROVED AS TO FORM:

David C. Levy, Esq., City Attorney

<u>Exhibit A</u>

Form of Amendment

[SEE ATTACHED]

ORDINANCE NO. 1534

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF DAVID CITY, NEBRASKA, AUTHORIZING EXECUTION OF THAT CERTAIN AMENDMENT NO. 01 TO LOAN AGREEMENT WITH NEBRASKA DEPARTMENT OF WATER, ENERGY, AND ENVIRONMENT (DWEE PROJECT NO. C318068); REPEALING ALL ORDINANCES IN CONFLICT THEREWITH; AUTHORIZING PUBLICATION IN PAMPHLET FORM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of David City, Nebraska, a municipal corporation and city of the second class (the "**City**") executed that certain Loan Agreement (SRF Project No. C318068) on July 18, 2024 (the "**Loan Agreement**"), with the State of Nebraska, acting by and through the Nebraska Department of Water, Energy, and Environment, a consolidation of the Nebraska Department of Environment and Energy and the Nebraska Department of Natural Resources pursuant to Section 81-1571(1) of the Nebraska Revised Statutes (collectively, the "**Lender**"); and

WHEREAS, under the Loan Agreement, the Lender provided the City with a loan in the original principal amount of Nineteen Million, Six Hundred Sixty-Five Thousand and 00/100 Dollars ($19,665,000.00) (the "**Loan**") from the State Revolving Fund Program pursuant to Nebraska Revised Statutes Section 81-15,153; and

WHEREAS, the City is using the Loan in connection with the rehabilitation and upgrade of the City's wastewater treatment facility, including updating, expanding, and slip-lining wastewater lines (collectively, the "**Project**"); and

WHEREAS, the City desires to execute that certain Amendment No. 01 to Loan Agreement with Lender to, among other things, increase the Loan by One Million Four Hundred Thousand and 00/100 Dollars ($1,400,000.00), a copy of which is attached hereto and incorporated herein as **Exhibit A** (the "**Amendment**"); and

WHEREAS, the City finds it in the best interest of the City, its residents, and the Project to execute the Amendment.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF DAVID CITY, NEBRASKA, as follows:

1. **Amendment**. The City hereby authorizes the Mayor to execute the Amendment in substantially the same form as **Exhibit A**.

2. **Further Authorization**. The City hereby authorizes the Mayor and City Clerk to execute such further documents and to take such further actions as necessary to effectuate the purposes herein.

3. **Conflicting Ordinances**. The City hereby repeals any other ordinance or section of any ordinance passed and approved prior to the passage, approval, and publication or posting of this Ordinance and in conflict herewith to the extent of the conflict thereof.

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

PASSED AND APPROVED THIS 8TH DAY OF JULY, 2026.

Jessica Miller, Mayor

ATTEST:

Lori Matchett, City Clerk

APPROVED AS TO FORM:

David C. Levy, Esq., City Attorney

<u>Exhibit A</u>

Form of Amendment

[SEE ATTACHED]

Contractor's Application for Payment

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

Application No.: 28 **Application Date:** 6/23/2026

Application Period: **From** 5/27/2026 **to** 6/23/2026

1. Original Contract Price		$ 16,882,000.00
2. Net change by Change Orders		$ 1,412,444.86
3. Current Contract Price (Line 1 + Line 2)		$ 18,294,444.86
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)		$ 17,887,016.56
5. Retainage		
a. 5% X $ 17,803,813.44 Work Completed =	$ 890,190.67	
b. 5% X $ 83,203.12 Stored Materials =	$ 4,160.16	
c. Total Retainage (Line 5.a + Line 5.b)		$ 894,350.83
6. Amount eligible to date (Line 4 - Line 5.c)		$ 16,992,665.73
7. Less previous payments (Line 6 from prior application)		$ 16,745,640.24
8. Amount due this application		$ 247,025.49
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)		$ 1,301,779.13

Contractor's Certification

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

Contractor: BRB Contractors, Inc.

Signature: Signed by: Josh Klug BBE5252D1728416... **Date:** 7/6/2026

Recommended by Engineer		**Approved by Owner**	
By:	DocuSigned by: Ethan Joy, P.E. B659CABF585D4C4...	**By:**	
Title:	Project Manager	**Title:**	Mayor
Date:	7/6/2026	**Date:**	

Approved by Funding Agency

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

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

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

Application No.: 28 **Application Period:** **From** 05/27/26 **to** 06/23/26 **Application Date:** 06/23/26

A	B	C	D	E	F	G	H	I
			Work Completed					
Item No.	Description	Scheduled Value ($)	(D + E) From Previous Application ($)	This Period ($)	Currently Stored (not in D or E) ($)	Work Completed and Materials Stored to Date (D + E + F) ($)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) ($)
			Original Contract					
	GENERAL SITEWORK					-		-
1	Mobilize	$ 750,000.00	750,000.00			750,000.00	100%	-
2	Bonds and Insurance	$ 180,000.00	180,000.00			180,000.00	100%	-
3	SWPP Items	$ 25,000.00	23,750.00	250.00		24,000.00	96%	1,000.00
4	Site Clearing	$ 30,000.00	30,000.00			30,000.00	100%	-
5	12" & 16" Forcemain Piping	$ 300,000.00	300,000.00			300,000.00	100%	-
6	Other Piping/Valves	$ 1,395,000.00	1,263,000.00	25,000.00	83,203.12	1,371,203.12	98%	23,796.88
7	Precast Manholes	$ 65,000.00	65,000.00			65,000.00	100%	-
8	Instrumentation & Control	$ 50,000.00	42,500.00	7,500.00		50,000.00	100%	-
9	Electrical/Generator Work	$ 125,000.00	125,000.00			125,000.00	100%	-
	HEADWORKS BUILDING		-			-		-
10	Excavation & Backfill	$ 150,000.00	145,000.00	5,000.00		150,000.00	100%	-
11	Concrete Base Structure	$ 500,000.00	500,000.00			500,000.00	100%	-
12	Concrete Walls Structure	$ 1,207,000.00	1,207,000.00			1,207,000.00	100%	-
13	Concrete Floor/Deck Structure	$ 350,000.00	350,000.00			350,000.00	100%	-
14	Misc. Metals Furnish/Install	$ 50,000.00	50,000.00			50,000.00	100%	-
15	Masonry Above Structure	$ 225,000.00	225,000.00			225,000.00	100%	-
16	Doors & Windows Furnish/Install	$ 65,000.00	65,000.00			65,000.00	100%	-
17	Roof Trusses Furnish/Install	$ 45,000.00	45,000.00			45,000.00	100%	-
18	Standing Seam Roof & Specialties	$ 100,000.00	100,000.00			100,000.00	100%	-
19	Slide Gates Furish/Install	$ 100,000.00	100,000.00			100,000.00	100%	-
20	Bar Screen Furnish/Install	$ 200,000.00	200,000.00			200,000.00	100%	-
21	Grit Equipment, Valves, Flumes Furnish/Install	$ 1,300,000.00	1,300,000.00			1,300,000.00	100%	-
22	Parshall Flume	$ 10,000.00	10,000.00			10,000.00	100%	-
23	Indoor Sampler	$ 20,000.00	20,000.00			20,000.00	100%	-
24	Painting Structure	$ 40,000.00	40,000.00			40,000.00	100%	-
25	Instrumentation & Control Work	$ 950,000.00	950,000.00			950,000.00	100%	-
26	Mechanical Work (both buildings)	$ 270,000.00	250,000.00	10,000.00		260,000.00	96%	10,000.00
27	Electrical Work	$ 700,000.00	696,500.00	3,500.00		700,000.00	100%	-
	AGP FLUME NO. 20		-			-		-
28	Excavation & Backfill	$ 15,000.00	15,000.00			15,000.00	100%	-
29	Concrete Base	$ 20,000.00	20,000.00			20,000.00	100%	-
30	Concrete Walls	$ 42,000.00	42,000.00			42,000.00	100%	-
31	Misc. Metals Furnish/Install	$ 10,000.00	10,000.00			10,000.00	100%	-
32	Equipment Flume Install	$ 15,000.00	15,000.00			15,000.00	100%	-
	INFLUENT PUMP STATION		-			-		-

Progress Estimate - Lump Sum Work | **Contractor's Application for Payment**

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

Application No.: 28 **Application Period:** From 05/27/26 to 06/23/26 **Application Date:** 06/23/26

A	B	C	D	E	F	G	H	I
			Work Completed					
Item No.	Description	Scheduled Value ($)	(D + E) From Previous Application ($)	This Period ($)	Currently Stored (not in D or E) ($)	Work Completed and Materials Stored to Date (D + E + F) ($)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) ($)
33	Excavation & Backfill	$ 160,000.00	160,000.00			160,000.00	100%	-
34	Concrete Base	$ 50,000.00	50,000.00			50,000.00	100%	-
35	Concrete Walls	$ 327,000.00	327,000.00			327,000.00	100%	-
36	Concrete Roof	$ 100,000.00	100,000.00			100,000.00	100%	-
37	Misc. Metals Funish/Install	$ 50,000.00	50,000.00			50,000.00	100%	-
38	Furnish & Install Pumps	$ 525,000.00	525,000.00			525,000.00	100%	-
39	Furnish & Install Jib Crane & Foundation	$ 50,000.00	50,000.00			50,000.00	100%	-
40	Painting Work	$ 35,000.00	35,000.00			35,000.00	100%	-
41	Electrical Work	$ 50,000.00	50,000.00			50,000.00	100%	-
	NEW SBR STRUCTURE		-			-		-
42	Excavation & Backfill	$ 350,000.00	350,000.00			350,000.00	100%	-
43	SBR Concrete Base Sections	$ 520,000.00	520,000.00			520,000.00	100%	-
44	SBR Concrete Wall Sections	$ 1,261,000.00	1,261,000.00			1,261,000.00	100%	-
45	SBR Basin Equipment Aeration	$ 1,000,000.00	1,000,000.00			1,000,000.00	100%	-
46	SBR Basin Equipment Pumps	$ 50,000.00	50,000.00			50,000.00	100%	-
47	Misc. Metals Furnish/Install	$ 40,000.00	40,000.00			40,000.00	100%	-
48	Painting Work	$ 15,000.00	15,000.00			15,000.00	100%	-
49	Electrical Work	$ 50,000.00	50,000.00			50,000.00	100%	-
	BLOWER BUILDING MODIFICATIONS		-			-		-
50	Concrete Floor/Wall Demolition	$ 15,000.00	15,000.00			15,000.00	100%	-
51	Excavation & Backfill	$ 15,000.00	15,000.00			15,000.00	100%	-
52	New Concrete Floor and Blower Bases	$ 35,000.00	35,000.00			35,000.00	100%	-
53	New Masonry Wall/Misc. Infill	$ 7,500.00	7,500.00			7,500.00	100%	-
54	Furnish & Install Doors	$ 7,500.00	7,500.00			7,500.00	100%	-
55	Funish & Install New/Existing SBR Blowers	$ 400,000.00	400,000.00			400,000.00	100%	-
56	Painting Work	$ 20,000.00	20,000.00			20,000.00	100%	-
57	Instrumentation & Control Work	$ 150,000.00	150,000.00			150,000.00	100%	-
58	Electrical Work	$ 100,000.00	100,000.00			100,000.00	100%	-
	EXISTING SBR BASIN MODIFICATIONS		-			-		-
59	Remove Existing Equipment & Piping	$ 50,000.00	50,000.00			50,000.00	100%	-
60	Existing SBR Basin Equipment Aeration	$ 1,000,000.00	945,000.00	40,000.00		985,000.00	99%	15,000.00
61	Existing SBR Basin Equipment Pumps	$ 50,000.00	35,000.00	15,000.00		50,000.00	100%	-
62	Misc. Metals Furnish/Install	$ 40,000.00	40,000.00			40,000.00	100%	-
63	Construct New SBR Splitter Box	$ 174,000.00	174,000.00			174,000.00	100%	-
64	Painting Work	$ 20,000.00	20,000.00			20,000.00	100%	-
65	Electrical Work	$ 50,000.00	35,000.00	10,000.00		45,000.00	90%	5,000.00
	STORAGE BUILDING		-			-		-

Progress Estimate - Lump Sum Work **Contractor's Application for Payment**

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

Application No.: 28 **Application Period:** From 05/27/26 to 06/23/26 **Application Date:** 06/23/26

A	B	C	D	E	F	G	H	I
			Work Completed					
Item No.	Description	Scheduled Value ($)	(D + E) From Previous Application ($)	This Period ($)	Currently Stored (not in D or E) ($)	Work Completed and Materials Stored to Date (D + E + F) ($)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) ($)
66	Excavation & Backfill	$ 35,000.00	35,000.00			35,000.00	100%	-
67	Building Drainage Piping & Oil Seperator	$ 40,000.00	40,000.00			40,000.00	100%	-
68	Concrete Foundations	$ 40,000.00	40,000.00			40,000.00	100%	-
69	Concrete Floor	$ 56,000.00	56,000.00			56,000.00	100%	-
70	New Building Walls and Roof	$ 270,000.00	270,000.00			270,000.00	100%	-
71	Doors & Windows	$ 40,000.00	40,000.00			40,000.00	100%	-
72	Painting Work	$ 30,000.00	15,000.00			15,000.00	50%	15,000.00
73	Electrical Work	$ 75,000.00	32,000.00	33,000.00		65,000.00	87%	10,000.00
	DEMO EXISTING HEADWORKS BUILDING		-			-		-
74	Demolition of Existing Building Complete	$ 30,000.00	-	30,000.00		30,000.00	100%	-
	CLOSEOUT		-			-		-
75	Site Grading	$ 25,000.00	-			-	0%	25,000.00
76	SBR/Storage Building Sidewalks	$ 25,000.00	-	15,000.00		15,000.00	60%	10,000.00
77	Concrete Paving	$ 20,000.00	-			-	0%	20,000.00
78	Seeding & Mulch	$ 15,000.00	-			-	0%	15,000.00
79	Crushed Rock Surfacing Roads	$ 80,000.00	10,000.00			10,000.00	13%	70,000.00
80	Fence & Gate System	$ 30,000.00	-			-	0%	30,000.00
	Original Contract Totals	**$ 16,882,000.00**	**$ 16,354,750.00**	**$ 194,250.00**	**$ 83,203.12**	**$ 16,632,203.12**	**99%**	**$ 249,796.88**

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

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

Application No.: 28 **Application Period:** **From** 05/27/26 **to** 06/23/26 **Application Date:** 06/23/26

A	B	C	D	E	F	G	H	I
			Work Completed					
Item No.	Description	Scheduled Value ($)	(D + E) From Previous Application ($)	This Period ($)	Currently Stored (not in D or E) ($)	Work Completed and Materials Stored to Date (D + E + F) ($)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) ($)
	Change Orders							
1	Misc Submittals and Deducts	$ 39,532.11	39,532.11			39,532.11	100%	-
2	Headworks Stabilization Rock	$ 133,342.31	133,342.31			133,342.31	100%	-
3	Temporary Bypass Lane	$ 105,656.02	105,656.02			105,656.02	100%	-
4	Headworks Building Deducts	$ (9,951.85)	(9,951.85)			(9,951.85)	100%	-
5	Misc Modifications	$ 112,629.23	112,629.23			112,629.23	100%	-
6	SBR Stabilization Rock, OVH Door & Surge Relief Valves	$ 220,266.68	220,266.68			220,266.68	100%	-
7	Headworks & Storage HVAC, SBR Air Piping	$ 135,701.87	115,000.00	20,701.87		135,701.87	100%	-
8	WCD 10-13, 16-18: Electrical, Grading, HVAC, HW Ceiling	$ 557,215.22	430,000.00	70,000.00		500,000.00	90%	57,215.22
9	WCDs: 1, 15, 20-23, 26-27, 29-30 Misc	$ 37,790.74		17,637.07		17,637.07	47%	20,153.67
10	WCD 25 - Headworks Slide Gate	$ 80,262.53				-	0%	80,262.53
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
	Change Order Totals	**$ 1,412,444.86**	**$ 1,146,474.50**	**$ 108,338.94**	**$ -**	**$ 1,254,813.44**	**89%**	**$ 157,631.42**
	Original Contract and Change Orders							
	Project Totals	**$ 18,294,444.86**	**$ 17,501,224.50**	**$ 302,588.94**	**$ 83,203.12**	**$ 17,887,016.56**	**98%**	**$ 407,428.30**

EJCDC C-620 Contractor's Application for Payment

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

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

Application No.: 28 **Application Period:** From 05/27/26 to 06/23/26 **Application Date:** 06/23/26

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

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

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

Application No.: 28 **Application Period:** From 05/27/26 to 06/23/26 **Application Date:** 06/23/26

A	B	C	D	E	F	G	H	I	J	K	L	M
						Materials Stored			Incorporated in Work			
Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Description of Materials or Equipment Stored	Storage Location	Application No. When Materials Placed in Storage	Previous Amount Stored ($)	Amount Stored this Period ($)	Amount Stored to Date (G + H) ($)	Amount Previously Incorporated in the Work ($)	Amount Incorporated in the Work this Period ($)	Total Amount Incorporated in the Work (J + K) ($)	Materials Remaining in Storage (I - L) ($)
	0757692-1		Ductile Iron Pipe			6,545.67		6,545.67	6,545.67		6,545.67	-
	757692		Ductile Iron Pipe			34,436.37		34,436.37	34,436.37		34,436.37	-
	8635424-01		Electrical Stored Materials			1,893.10		1,893.10	1,893.10		1,893.10	-
	8653766-00		Electrical Stored Materials			1,344.01		1,344.01	1,344.01		1,344.01	-
	8635424-00		Electrical Stored Materials			1,029.30		1,029.30	1,029.30		1,029.30	-
	8651280-00		Electrical Stored Materials			249.97		249.97	249.97		249.97	-
	8602508-01		Electrical Stored Materials			5,846.58		5,846.58	5,846.58		5,846.58	-
	8602508-02		Electrical Stored Materials			18,107.44		18,107.44	18,107.44		18,107.44	-
	8634948-00		Electrical Stored Materials			10.92		10.92	10.92		10.92	-
	2022-119		Electrical Stored Materials			5,915.24		5,915.24	5,915.24		5,915.24	-
	95314		Valves			35,962.26		35,962.26	35,962.26		35,962.26	-
	95296		Valves			5,507.18		5,507.18	5,507.18		5,507.18	-
	95194		Valves			64,227.99		64,227.99	64,227.99		64,227.99	-
	0760997-1		Embedded Wall Pipe			10,490.00		10,490.00	10,490.00		10,490.00	-
	761001		Embedded Wall Pipe			10,763.56		10,763.56	10,763.56		10,763.56	-
	759887		Ductile Iron Fittings			14,654.75		14,654.75	14,654.75		14,654.75	-
	0760997-2		Ductile Iron Pipe			18,733.52		18,733.52	18,733.52		18,733.52	-
	50028222134		Headworks Area Rebar			17,661.05		17,661.05	17,661.05		17,661.05	-
	50028559050		Generator Pad Rebar			5,316.85		5,316.85	5,316.85		5,316.85	-
	95460		Valves			9,113.55		9,113.55	9,113.55		9,113.55	-
	765559		Ductile Iron Pipe			11,022.47		11,022.47	11,022.47		11,022.47	-
	765117		Ductile Iron Pipe			95,948.26		95,948.26	95,948.26		95,948.26	-
	764836		Ductile Iron Pipe			22,291.21		22,291.21	22,291.21		22,291.21	-
	764427		Ductile Iron Pipe			2,800.00		2,800.00	2,800.00		2,800.00	-
	0764836-1		Ductile Iron Pipe			9,449.42		9,449.42	9,449.42		9,449.42	-
	764846		Ductile Iron Pipe			21,007.67		21,007.67	21,007.67		21,007.67	-
	0765117-2		Ductile Iron Pipe			21,792.38		21,792.38	21,792.38		21,792.38	-
	8653766-01		Electrical Stored Materials			6,180.00		6,180.00	6,180.00		6,180.00	-
	8635424-02		Electrical Stored Materials			9,419.62		9,419.62	9,419.62		9,419.62	-
	8635424-03		Electrical Stored Materials			5,327.55		5,327.55	5,327.55		5,327.55	-
	8658232-00		Electrical Stored Materials			20,413.00		20,413.00	20,413.00		20,413.00	-
	8635424-04		Electrical Stored Materials			4,119.52		4,119.52	4,119.52		4,119.52	-
	8666003-00		Electrical Stored Materials			8,910.00		8,910.00	8,910.00		8,910.00	-
	8602508-03		Electrical Stored Materials			5,317.25		5,317.25	5,317.25		5,317.25	-
	8658232-02		Electrical Stored Materials			31,315.00		31,315.00	31,315.00		31,315.00	-
	8658232-01		Electrical Stored Materials			32,956.00		32,956.00	32,956.00		32,956.00	-
	NECOL256197		Electrical Stored Materials			301.18		301.18	301.18		301.18	-
	79795		Electrical Stored Materials			270.00		270.00	270.00		270.00	-
	12251		HOA Progress Billing			227,884.60		227,884.60	227,884.60		227,884.60	-
	27665		Submersible Pumps			432,500.00		432,500.00	432,500.00		432,500.00	-
	0174897-IN		Hoist			19,110.00		19,110.00	19,110.00		19,110.00	-
	0765117-6		Pipe and Fittings			9,402.29		9,402.29	9,402.29		9,402.29	-
	0765117-5		Pipe and Fittings			39,726.61		39,726.61	39,726.61		39,726.61	-
	0765117-4		Pipe and Fittings			6,442.13		6,442.13	6,442.13		6,442.13	-
	0760997-3		Pipe and Fittings			26,816.12		26,816.12	26,816.12		26,816.12	-
	0765117-3		Pipe and Fittings			578.28		578.28	578.28		578.28	-
	766259		Pipe and Fittings			21,663.44		21,663.44	21,663.44		21,663.44	-
	764818		Pipe and Fittings			25,146.59		25,146.59	25,146.59		25,146.59	-
	95755		Valves			33,531.00		33,531.00	33,531.00		33,531.00	-
	8635424-05		Electrical Stored Materials			386.20		386.20	386.20		386.20	-

Docusign Envelope ID: 72E1C0D7-AB91-85EE-8277-BC42FD184B8E

Stored Materials Summary

Contractor's Application for Payment

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

Application No.: 28 **Application Period:** From 05/27/26 to 06/23/26 **Application Date:** 06/23/26

A	B	C	D	E	F	G	H	I	J	K	L	M
						Materials Stored			Incorporated in Work			
Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Description of Materials or Equipment Stored	Storage Location	Application No. When Materials Placed in Storage	Previous Amount Stored ($)	Amount Stored this Period ($)	Amount Stored to Date (G + H) ($)	Amount Previously Incorporated in the Work ($)	Amount Incorporated in the Work this Period ($)	Total Amount Incorporated in the Work (J + K) ($)	Materials Remaining in Storage (I - L) ($)
	8658653-00		Electrical Stored Materials			1,335.00		1,335.00	1,335.00		1,335.00	-
	8602508-04		Electrical Stored Materials			373.10		373.10	373.10		373.10	-
	8694471-00		Electrical Stored Materials			266.93		266.93	266.93		266.93	-
	8602508-05		Electrical Stored Materials			2,328.26		2,328.26	2,328.26		2,328.26	-
	8635424-06		Electrical Stored Materials			12,514.95		12,514.95	12,514.95		12,514.95	-
	8792		Grit Pump			23,395.00		23,395.00	23,395.00		23,395.00	-
	29452		Handrail			12,300.00		12,300.00	12,300.00		12,300.00	-
	568		HVAC: Air Conditioners			16,920.00		16,920.00	16,920.00		16,920.00	-
	0765117-7		Pipe and Fittings			2,528.22		2,528.22	2,528.22		2,528.22	-
	766417		Piping System/Ball Valves			3,112.76		3,112.76	3,112.76		3,112.76	-
	770080		Pipe and Fittings			4,184.11		4,184.11	4,184.11		4,184.11	-
	765579		Pipe and Fittings			33,920.76		33,920.76	33,920.76		33,920.76	-
	0057750-IN		Sand/Oil Trap			10,900.00		10,900.00	10,900.00		10,900.00	-
	29678		Ladders			8,250.00		8,250.00	8,250.00		8,250.00	-
	769915		Pipe and Fittings			17,343.56		17,343.56	17,343.56		17,343.56	-
	1045880		Aqua Aerobics SBR Equipment			254,849.56		254,849.56	254,849.56		254,849.56	-
	1046052		Aqua Aerobics SBR Equipment			703,753.84		703,753.84	703,753.84		703,753.84	-
	24105-18870		Bar Screen			127,871.00		127,871.00	127,871.00		127,871.00	-
	92726-00		Generator			82,368.00		82,368.00	82,368.00		82,368.00	-
	8653766-02		Electrical Stored Materials			12,200.28		12,200.28	2,200.28	10,000.00	12,200.28	-
	1046371		Aqua Aerobics SBR Equipment			56,029.84		56,029.84	36,029.84	20,000.00	56,029.84	-
	448099		Precast Manholes			6,829.90		6,829.90	6,829.90		6,829.90	-
	448100		Precast Manholes			6,367.98		6,367.98	6,367.98		6,367.98	-
	1046768		Aqua Aerobic Equipment			456,848.92		456,848.92	456,848.92		456,848.92	-
	1046711		Aqua Aerobic Equipment			4,266.73		4,266.73	4,266.73		4,266.73	-
	769540		Pipe and Fittings			10,912.32		10,912.32	7,718.29	3,194.03	10,912.32	-
	777143		Pipe and Fittings			9,368.08		9,368.08	-	9,368.08	9,368.08	-
	50030735331		Blower Room Rebar			4,203.29		4,203.29	4,203.29		4,203.29	-
	SO113091		Doors and Frames			30,000.00		30,000.00	30,000.00		30,000.00	-
	1047062		Aqua Aerobic Equipment			75,103.16		75,103.16	75,103.16		75,103.16	-
	12687		Instrumentation Equipment			55,490.40		55,490.40	55,490.40		55,490.40	-
	97508		Slide Gates			277,359.52		277,359.52	277,359.52		277,359.52	-
	777559		Ductile Iron Pipe and Fittings (SBR)			33,415.07		33,415.07	33,415.07		33,415.07	-
	777526		Ductile Iron Pipe and Fittings (Blower)			7,835.01		7,835.01	7,835.01		7,835.01	-
	0777559-1		Ductile Iron Pipe and Fittings (SBR)			17,352.34		17,352.34	17,352.34		17,352.34	-
	30706		Misc Steel			81,605.00		81,605.00	81,605.00		81,605.00	-
	12743		Motor Control Centers and Drives			438,253.00		438,253.00	438,253.00		438,253.00	-
	97802		Slide Gate Actuator			22,576.82		22,576.82	22,576.82		22,576.82	-
	97966		Grit Removal System			227,316.00		227,316.00	227,316.00		227,316.00	-
6	781379		Ductile Iron Pipe and Fittings			6,995.20		6,995.20	6,995.20		6,995.20	-
6	0779486-1		Ductile Iron Pipe and Fittings			5,131.29		5,131.29	5,131.29		5,131.29	-
6	0799486-2		Ductile Iron Pipe and Fittings			93,081.78		93,081.78	93,081.78		93,081.78	-
6	0777559-2		Ductile Iron Pipe and Fittings			11,821.88		11,821.88	11,821.88		11,821.88	-
6	780229		14" SBR Pipe			4,492.31		4,492.31	4,492.31		4,492.31	-
	IN108191		Doors and Frames			16,637.14		16,637.14	16,637.14		16,637.14	-
	133739		Headworks Trusses (Partial)			4,925.00		4,925.00	4,925.00		4,925.00	-
	781551		Ductile Iron Pipe and Fittings			12,310.45		12,310.45	12,310.45		12,310.45	-
	0785422-1		Dutile Iron Fittings (Blower)			9,229.73		9,229.73	9,229.73		9,229.73	-
CO 7	0793899-2		Ductile Iron Fittings (SBRs)			30,196.48		30,196.48	30,196.48		30,196.48	-
								-	-		-	-

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

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

Application No.: 28 **Application Period:** **From** 05/27/26 **to** 06/23/26 **Application Date:** 06/23/26

A	B	C	D	E	F	G	H	I	J	K	L	M
						Materials Stored			Incorporated in Work			
Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Description of Materials or Equipment Stored	Storage Location	Application No. When Materials Placed in Storage	Previous Amount Stored ($)	Amount Stored this Period ($)	Amount Stored to Date (G + H) ($)	Amount Previously Incorporated in the Work ($)	Amount Incorporated in the Work this Period ($)	Total Amount Incorporated in the Work (J + K) ($)	Materials Remaining in Storage (I - L) ($)
								-	-		-	-
								-	-		-	-
					Totals	$ 7,068,288.03	$ -	$ 7,068,288.03	$ 6,942,522.80	$ 42,562.11	$ 6,985,084.91	$ 83,203.12

Docusign Envelope ID: 23CF220E-F27D-8E92-827E-957BE80B1DFE

CHANGE ORDER NO.: 11

Owner:	**City of David City**	Owner's Project No.:	
Engineer:	**JEO Consulting Group, Inc.**	Engineer's Project No.:	**251034.00**
Contractor:	**BRB Contractors, Inc.**	Contractor's Project No.:	**NE3DAV**
Project:	**Wastewater Treatment Facility Improvements**		
Contract Name:			
Date Issued:	**7/8/2026**	Effective Date of Change Order:	**7/8/2026**

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

Description:

This Change Order will incorporate the modifications outlined in Work Change Directive No. 24. This WCD includes the installation of a water meter, backflow preventer, and the replacement of water service piping for the hydrants around the SBRs.

Attachments:

1 **WCD No. 24 - Yard Hydrant Piping**

Change in Contract Price	**Change in Contract Times**
Original Contract Price: $ 16,882,000.00	Original Contract Times: Substantial Completion: 3/31/2026 Ready for final payment: 7/31/2026
Net change from previously approved Change Orders No. 1 to No. 10: $ 1,412,444.86	**Net change** from previously approved Change Orders 1 to No. 10: Substantial Completion: 60 days Ready for final payment: 60 days
Contract Price prior to this Change Order: $ 18,294,444.86	Contract Times prior to this Change Order: Substantial Completion: 5/30/2026 Ready for final payment: 9/29/2026
Net change for this Change Order: $ 20,941.02	**Net change** for this Change Order: Substantial Completion: 0 days Ready for final payment: 0 days
Contract Price incorporating this Change Order: $ 18,315,385.88	Contract Times with all approved Change Orders: Substantial Completion: 5/30/2026 Ready for final payment: 9/29/2026

	Recommended by Engineer (if required)	Authorized by Owner
By:	DocuSigned by: Ethan Joy, P.E. B659CABF585D4C4...	
Title:	Project Engineer	Mayor
Date:	7/6/2026	

	Accepted by Contractor	Approved by Funding Agency (if applicable)
By:	Signed by: Josh Klug BBE5262D47284I6...	N/A
Title:	Project Manager	
Date:	7/6/2026	

Change Order Estimate - Lump Sum Work

JEO Project Name:	**Wastewater Treatment Facility Improvements**	JEO Project Number:	**251034.00**
Owner:	**City of David City**	Change Order Number:	**11**
Contractor:	**BRB Contractors, Inc.**	Effective Date:	**July 8, 2026**

Item		Change Order Information
Specification Section No.	Description	Scheduled Value
	WCD No. 24 - Yard Hydrant Piping	$20,941.02
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
	Total:	**$20,941.02**

BRB
CONTRACTORS, INC.

To JEO and the City of David City,

BRB was asked to update the water piping around the existing SBR basins. This will include running additional 2" waterline (PVC) to the yard hydrants around the basins and connect to a backflow preventer by the existing office building. The sidewalk will be replaced as needed where torn up. BRB will utilize the backflow preventer and water meter provided by the city.

The cost of these modifications will be $20,941.02. A breakdown of costs is provided below. If you have any questions, feel free to reach out.

Thank You,

Josh Klug
Project Manager
BRB Contractors, Inc

Street Address:
4646 NW Fielding Rd
Topeka, KS 66618

Phone: 785-232-1245

THE ASSOCIATED GENERAL CONTRACTORS OF AMERICA

Fax: 785-235-8045

Mailing Address:
PO Box 750940
Topeka, KS 66675-0940

Work Change Directive

WORK CHANGE DIRECTIVE NO. | 24
DATE | 5/29/2026
PROJECT | Wastewater Treatment Facility Improvements
JEO PROJECT NO. | 251034.00
LOCATION | David City, NE
OWNER | City of David City, NE
CONTRACTOR | BRB Contractors, Inc.

You are directed to proceed promptly with the following change(s):
Description Change to the scope of work to place new water piping, meter, and backflow preventer for the yard hydrants around the SBR basins.

Purpose of Change Directive Change is to allow for proper connections and flow rates to new yard hydrants.

Attachment(s) Sheet 02-C-12 - Updated Water Piping Markup
Existing Piping Photo and Piping Detail

If claim is made that the above changes have affected Contract Price or Contract Times, any claim for a Change Order based thereon will involve one or more of the following methods of determining the effect of the changes:

Method of Determining Change in Contract Price
☐ **Unit Prices**
☐ **Lump Sum**
☒ **Other** N/A

Method of Determining Change in Contract Times
☐ **CONTRACTOR's Records**
☐ **ENGINEER's Records**
☒ **Other** N/A

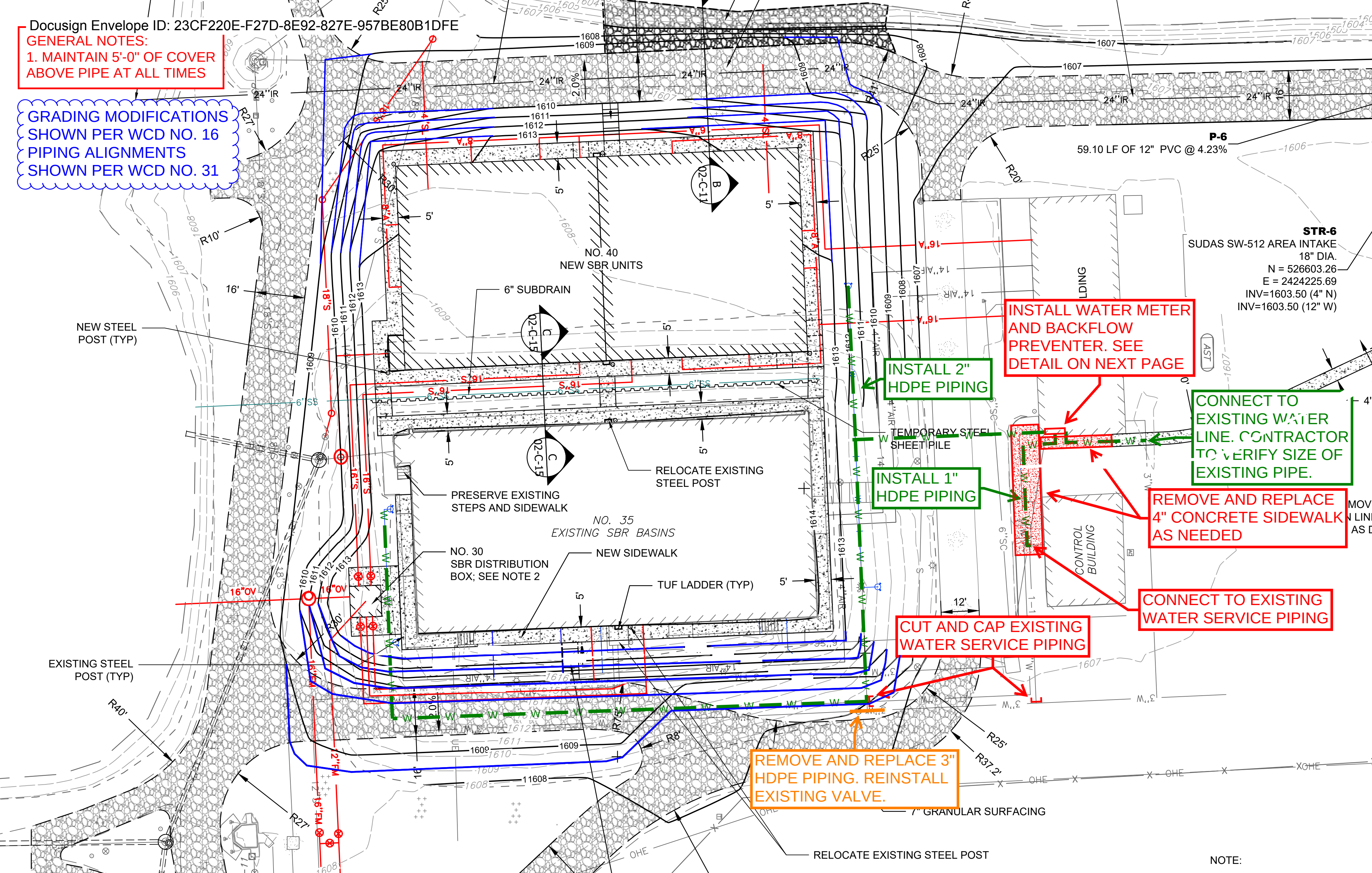
Estimated Increase (Decrease) in Contract Price
$ TBD

Estimated Increase (Decrease) in Contract Times
0 **Days**

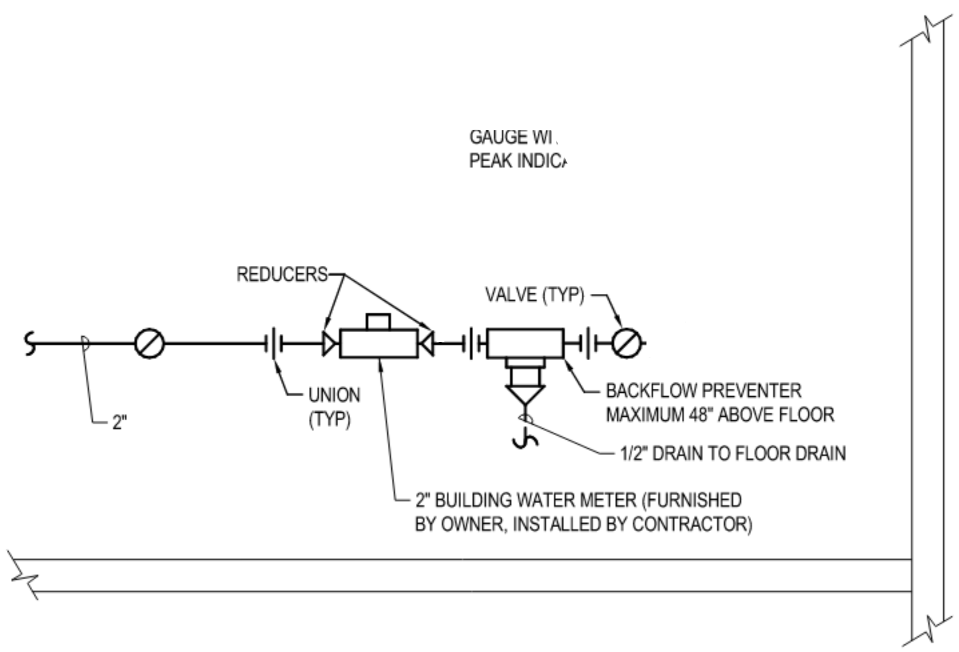
If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

Recommended:	**Authorized:**	**Accepted:**
____________________	____________________	____________________
ENGINEER	**OWNER**	**CONTRACTOR**
____________________	____________________	____________________
Date	**Date**	**Date**

cc: Project Manager, Resident Project Representative, Contractor, Owner


GENERAL NOTES:
1. MAINTAIN 5'-0" OF COVER ABOVE PIPE AT ALL TIMES
GRADING MODIFICATIONS SHOWN PER WCD NO. 16
PIPING ALIGNMENTS SHOWN PER WCD NO. 31
NO. 40
NEW SBR UNITS
6" SUBDRAIN
NEW STEEL POST (TYP)
P-6
59.10 LF OF 12" PVC @ 4.23%
STR-6
SUDAS SW-512 AREA INTAKE
18" DIA.
N = 526603.26
E = 2424225.69
INV=1603.50 (4" N)
INV=1603.50 (12" W)
INSTALL WATER METER AND BACKFLOW PREVENTER. SEE DETAIL ON NEXT PAGE
INSTALL 2" HDPE PIPING
CONNECT TO EXISTING WATER LINE. CONTRACTOR TO VERIFY SIZE OF EXISTING PIPE.
TEMPORARY STEEL SHEET PILE
INSTALL 1" HDPE PIPING
RELOCATE EXISTING STEEL POST
PRESERVE EXISTING STEPS AND SIDEWALK
REMOVE AND REPLACE 4" CONCRETE SIDEWALK AS NEEDED
NO. 35
EXISTING SBR BASINS
CONTROL BUILDING
NO. 30
SBR DISTRIBUTION BOX; SEE NOTE 2
NEW SIDEWALK
TUF LADDER (TYP)
CONNECT TO EXISTING WATER SERVICE PIPING
CUT AND CAP EXISTING WATER SERVICE PIPING
EXISTING STEEL POST (TYP)
REMOVE AND REPLACE 3" HDPE PIPING. REINSTALL EXISTING VALVE.
7" GRANULAR SURFACING
RELOCATE EXISTING STEEL POST
NOTE:

EXISTING YARD HYDRANT PIPING AT VALVE



DPE PIPING TO
:D HYDRANTS

WATER METER

NO SCALE

M-MD-WaterMeter 2016-09-19

5
M3.01

FERGUSON WATERWORKS

FERGUSON WATERWORKS #2923
1251 N CENTURY AVE
KANSAS CITY, MO 64120-2923

Phone: 816-627-2706
Fax: 816-920-5723

Deliver To: .
From: **Trevor Dehart**
trevor.dehart@ferguson.com
Comments:

11:08:11 MAY 05 2026

FERGUSON WATERWORKS #2923
Price Quotation
Phone: 816-627-2706
Fax: 816-920-5723

Bid No: B454943
Bid Date: 05/04/26
Quoted By: JRX

Cust Phone: 785-290-1128
Terms: NET 10TH PROX

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

Ship To: BRB CONTRACTORS INC
3461 M RD
DAVID CITY WWTP IMPROVEMEN
.
DAVID CITY, NE 68632

Cust PO#: R051

Job Name:

Item	Description	Quantity	Net Price	UM	Total
P80PK	2 X 20 FT PVC S80 PE PIPE SEQ #: 885 . 2" X 20' SCH80 PVC PIPE PE	360	288.320	C	1037.95
MH10291NK	*0225 LF 2 ORISEAL CURB VLV LL SEQ #: 886 . 2" BALL CURB STOP	2	745.000	EA	1490.00
P80S9K	2 PVC S80 SXS 90 ELL SEQ #: 887 . 2" SCH80 PVC 90 ELL SOC	5	10.860	EA	54.30
P80STK	2 PVC S80 SXSXS TEE SEQ #: 888 . 2" SCH80 PVC TEE SOC	3	20.710	EA	62.13
P80STMMK	3X3X2 PVC S80 SXSXS TEE SEQ #: 889 . 3" X 2" SCH80 PVC TEE SOC	1	25.680	EA	25.68
P80PM	3 X 20 FT PVC S80 PE PIPE SEQ #: 890 . 3" X 20' SCH80 PVC PIPE PE	20	572.310	C	114.46
P80SCK	2 PVC S80 SXS COUP SEQ #: 891 . 2" SCH80 PVC COUPLING	2	13.510	EA	27.02
P80SCM	3 PVC S80 SXS COUP SEQ #: 892 . 3" SCH80 PVC COUPLING	3	24.180	EA	72.54
P80SMAK	2 PVC S80 SXM ADPT SEQ #: 893 . 2" PVC SCH80 SXM ADAPTER	4	23.150	EA	92.60

Net Total:	$2976.68
Tax:	$0.00
Freight:	$0.00
Total:	$2976.68

FERGUSON WATERWORKS #2923
Price Quotation

Fax: 816-920-5723

11:08:11 MAY 05 2026
Reference No: B454943

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

Due to the uncertain impact of potential tariffs, Ferguson's quotation/proposal has not included any provision or contingency for future tariffs or increase of existing tariffs. Ferguson reserves the right to adjust prices to reflect the impact of any new or increased tariffs that affect our costs at the time of shipment. Ferguson will provide notice of any such adjustments along with documentation supporting the changes.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE//VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at https://www.ferguson.com/content/website-info/terms-of-sale
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

David City WWTF
JEO

Cost Proposal: Revise Hydrant Piping
Date: June 23, 2026

Class of Work	QTY.	Unit	Unit Labor	Labor Hours	Total Labor	Unit Material	Extended Material	Equipment Cost	Sub Contract
Run 2" Line	2.00	EA	130.00	24.00	3120.00		2976.88	6000.00	
Connect to 1" Water Line/Backflow Preventer	1.00	EA	130.00	12.00	1560.00				
Replace Concrete Sidewalk	1.00	EA			0.00		1000.00		3500.00
	1.00	EA			0.00				
	1.00	EA			0.00				
	1.00	EA			0.00				
	1.00	EA			0.00				
Sub Totals:					$4,680.00		$3,976.88	$6,000.00	$3,500.00

Material Sub-Total		$3,976.88
Labor Sub-Total		$4,680.00
Subcontractor-Total		$3,500.00
Equipment Sub-Total		$6,000.00
Sub-Total		$18,156.88
Sub-Total Without Sub		$14,656.88
Contractor's Fee	15.00%	$2,198.53
Sub-Contractors Fee	5.00%	$175.00
Sub-Total		$20,530.41
Insurance and Bond	2.00%	$410.61
Total		$20,941.02

Sidewalk: Approximately 330 SF (4.25 CY)
Utilize City's Backflow Preventer

TO: MAYOR AND CITY COUNCIL

FROM: LORI MATCHETT, CITY CLERK – TREASURER

SUBJECT: KENO ACCOUNTS

CC:

The City of David City currently maintains both a savings account and a checking account designated for Keno funds. Since the last licensed Keno establishment in David City ceased operations, no additional revenue has been deposited into these accounts. The final deposit was made on February 4, 2020.

Although no new revenue has been received, the savings account has continued to earn interest, resulting in the following balances;

Savings Account: $11,879.40

Checking Account: $544.24

Total Keno Fund Balance: $12,423.64

These funds present an opportunity to support community enhancement initiatives. I am asking for consideration to be given to utilize the Keno funds for eligible projects that benefit David City, particularly the Veteran's Memorial Park.

Lori Matchett, City Clerk - Treasurer

ORDINANCE NO. 1535

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF DAVID CITY, NEBRASKA, AMENDING CHAPTER 1 OF THE DAVID CITY MUNICIPAL CODE TO IMPLEMENT A REVISED PROCUREMENT POLICY; AUTHORIZING PUBLICATION IN PAMPHLET FORM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 1-615 of the Municipal Code (the "**Code**") of the City of David City, Nebraska, a municipal corporation and city of the second class (the "**City**") regulates the City's procurement of materials and work on improvements, among other things; and

WHEREAS, the City desires to revise Section 1-615 of the Code to implement a new procurement policy, as shown in **Exhibit A**, attached hereto and incorporated herein (the "**New Policy**"); and

WHEREAS, the City finds it in the best interest of City and its residents to amend the Code to adopt the New Policy.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF DAVID CITY, NEBRASKA, as follows:

1. **Amendment to Section 1-615**. The City hereby amends Section 1-615 of the Code by deleting it in its entirety and replacing it with the New Policy as shown in **Exhibit A**.

2. **Conflicting Ordinances**. The City hereby repeals any other ordinance or section of any ordinance passed and approved prior to the passage, approval, and publication or posting of this Ordinance and in conflict herewith to the extent of the conflict thereof.

3. **Effective Date.** This Ordinance shall be in full force and effect from and after passage, approval and publication in pamphlet form.

PASSED AND APPROVED THIS ____ DAY OF ____________, 2026.

____
Jessica Miller, Mayor

ATTEST:

____
Lori Matchett, City Clerk

APPROVED AS TO FORM:

____
David C. Levy, Esq., City Attorney

Exhibit A

New Policy

[SEE ATTACHED]

SECTION 1-615: CONTRACTS AND PURCHASES; BIDDNG AND OTHER REQUIREMENTS; PROCUREMENT POLICY.

A. Except as provided in Neb. RS 18-412.01 for a contract with a public power district to operate, renew, replace, or add to the electric distribution, transmission, or generation system of the city, no contract for enlargement or general improvements, such as water extensions, sewers, public heating system, bridges, work on streets, or any other work or improvement when the cost of the enlargement or improvement is assessed to the property, costing over $30,000.00, shall be made unless it is first approved by the governing body.

B. Except as provided in Neb. RS 18-412.01, before the governing body makes any contract in excess of $30,000.00 for enlargement or general improvements, such as water extensions, sewers, public heating system, bridges, work on streets, or any other work or improvement when the cost of the enlargement or improvement is assessed to the property, an estimate of the cost shall be made by the Municipal Engineer and submitted to the governing body. In advertising for bids as provided in divisions (C) and (F) of this section, the governing body may publish the amount of the estimate.

C. Advertisements for bids shall be required for any contract costing over $30,000 entered into:

1. For enlargement or general improvements, such as water extensions, sewers, public heating system, bridges, work on streets, or any other work or improvement when the cost of the enlargement or improvement is assessed to the property; or

2. For the purchase of equipment used in the construction of the enlargement or general improvements.

D. Any purchase of equipment, materials, parts, or supplies for enlargement or general improvements estimated to be:

1. Greater than $30,000.00 shall be purchased via public bid;

2. Equal to or less than $30,000.00 but greater than $2,500.00 shall be purchased via a quote; and

3. Equal to or less than $2,500.00 shall not require a quote or public bid.

E. A municipal electric utility may enter into a contract for the enlargement or improvement of the electric system or for the purchase of equipment used for the enlargement or improvement without advertising for bids if the price is:

1. $30,000 or less;

2. $60,000 or less and the city electric utility has gross annual revenue from retail sales in excess of $1,000,000;

3. $90,000 or less and the city electric utility has gross annual revenue from retail sales in excess of $5,000,000; or

4. $120,000 or less and the city electric utility has gross annual revenue from retail sales in excess of $10,000,000.

F. The advertisement provided for in division (C) of this section shall be published at least seven days prior to the bid closing in a legal newspaper published in or of general circulation in the municipality, and if there is no legal newspaper published in or of general circulation in the municipality, then in some newspaper of general circulation published in the county in which the municipality is located, and if there is no legal newspaper of general circulation published in the county in which the municipality is located, then in a newspaper designated by the County Board having a general circulation within the county where bids are required, and if no newspaper is published in the municipality or county, or if no newspaper has general circulation in the county, then by posting a written or printed copy thereof in each of three public places in the municipality at least seven days prior to the bid closing. In case of a public emergency resulting from infectious or contagious diseases, destructive windstorms, floods, snow, war, or an exigency or pressing necessity or unforeseen need calling for immediate action or remedy to prevent a serious loss of or serious injury or damage to life, health, or property, estimates of costs and advertising for bids may be waived in the emergency ordinance authorized by Neb. RS 17-613 when adopted by a three-fourths vote of the governing body and entered of record.

G. If, after advertising for bids as provided in this section, the governing body receives fewer than two bids on a contract or if the bids received by the governing body contain a price which exceeds the estimated cost, the governing body may negotiate a contract in an attempt to complete the proposed enlargement or general improvements at a cost commensurate with the estimate given.

H. If the materials are of such a nature that, in the opinion of the manufacturer and with the concurrence of the governing body or Board of Public Works, no cost can be estimated until the materials have been manufactured or assembled to the specific qualifications of the city, the governing body or Board of Public Works may authorize the manufacture and assemblage of those materials and may thereafter approve the estimated cost expenditure when it is provided by the manufacturer. (Neb. RS 17-568.01).

I. Any bidding procedure may be waived by the governing body or Board of Public Works:

1. When materials or equipment are purchased at the same price and from the same seller as materials or equipment which have formerly been obtained pursuant to the state bidding procedure in Neb. RS 81-145 through 81-162; or

2. When the contract is negotiated directly with a sheltered workshop pursuant to Neb. RS 48-1503; or

3. When required to comply with any federal grant, loan, or program. (Neb. RS 17-568.02).

J. 1. Notwithstanding any other provisions of law or a home rule charter, a municipality which has established, by an interlocal agreement with any county, a joint purchasing division or agency may purchase personal property without competitive bidding if the price for the property has been established by the federal General Services Administration or the materiel division of the Department of Administrative Services.

2. For the purpose of this division (J), the following definitions shall apply unless the context clearly indicates or requires a different meaning.

PERSONAL PROPERTY. Includes but is not limited to supplies, materials, and equipment used by or furnished to any officer, office, department, institution, board, or other agency.

PURCHASING or PURCHASE. The obtaining of personal property by sale, lease, or other contractual means.

City of David City

FINANCIAL MANAGEMENT POLICY AND PROCEDURES

Adopted on ____________, 2026, via Ordinance No. _____________

Table of Contents

1. GENERAL PURPOSE

The purpose of The City of David City (the "**City**")'s Financial Management and Internal Controls Policy, including the Effective Internal Controls and Accountability Policy appended hereto and incorporated herein as Appendix 1 (collectively, this "**Policy**"), is to establish guidelines for control of the administration and implementation of the City's funds in accordance with the City's goals and objectives; and, to properly safeguard the assets of the City, to make sound financial decisions and have the ability to provide accurate financial reports.

The City is a government entity and is therefore required to account for and present its basic financial statements according to Generally Accepted Accounting Principles ("**GAAP**") standards set by the Governmental Accounting Standards Board ("**GASB**").

2. ADOPTION AND AMENDMENT

This Policy shall become effective upon approval by the City's Council (the "**City Council**").

The City Council may amend this Policy from time to time by ordinance of the City Council.

3. FINANCIAL RESPONSIBILITIES

This Policy and any later changes shall be submitted to the City Council for approval. The City Council is responsible for ensuring that any modification to the Policy is appropriate for the City and its citizens.

The City Council appoints and delegates financial and budget authority to the City Administrator and the City Treasurer. The City Treasurer oversees the day-to-day financial management activities of the City's funds; ensures the accuracy of the accounting records and that internal controls are in place and adhered to; and, that financial reports are prepared and communicated to the City Administrator in a timely manner.

The City Treasurer is responsible for the preparation and maintenance of the accounting software's chart of accounts, maintenance of the general ledger, reconciliation of subsidiary system accounts such as cash management, accounts payable, and accounts receivable, payroll, journal entries, and the preparation of required reports for compliance with the Internal Revenue Service (IRS) and state and federal grant-reporting requirements.

4. ACCOUNTING METHODS & STANDARDS

Accounting methods the City employs shall, at a minimum, satisfy such requirements as federal and state laws, regulations, and guidelines prescribe. The City shall employ further accounting methods to satisfy applicable government accounting standards that competent authoritative sources, such as GASB and Financial Accounting Standards Board ("**FASB**"), promulgate, as applicable.

5. REVENUE RECOGNITION

The City shall recognize revenues in the accounting periods in which they are earned and measurable. The City's major revenue categories are, without limitation:

- ***Governmental Grants***: The City recognizes this revenue type in accordance with the legal and contractual requirements of the specific programs involved (including grant programs at the federal, state, and local level), and, if the applicable program is silent with regards to timing, when the City records expenditures.

- ***Unrestricted Donations and Contributions:*** The City recognizes these revenues when it actually receives them.

- ***Rental Income***: The City recognizes these revenues when earned, based on monthly billings to residents.

- ***Other Income***: The City recognizes these revenues when earned.

- ***Interest and Dividend Income***: The City recognizes revenues from interest, dividend incomes from cash and investments, and interest from loans issued to borrowers when earned.

- ***Gain/Loss on Sale of Assets***: The City recognizes gains or losses from the sale of assets at the time of disposition.

6. EXPENSE RECOGNITION

The City generally recognizes expenses in the accounting period in which they are incurred, when measurable. Exceptions to this general rule include:

- ***Prepaid Expenses***: The City recognizes these expenses as used or consumed.

- ***Capital Assets***: The City recognizes and records these expenses through depreciation over the useful life of the asset(s).

7. ACCOUNT RECORDS, IDENTIFICATION, AND SOURCE DOCUMENTS

In the administration of federal, state and local government awards, the City's financial management system must be set up so that it can provide for the following:

- The City must maintain adequate accounting records with source documents that serve as the basis for the accounting transactions that the City enters into its accounting system. Examples include checks, invoices, copies of checks, receipts, timesheets, etc. The City must maintain records that adequately identify the source and application of funds provided. For example:

  a. **Federal Awards:** All Federal awards that the City receives and expends must be properly identified and accounted for and must include, as applicable, the Catalog of Federal Domestic Assistance ("**CDFA**") title and number, grant identification number and year, name of the federal agency, and the name of the pass-through entity, if any.

b. **State and Local Awards**: All state and local awards that the City receives and expends must be properly identified and accounted for and must include, as applicable, the title and name of the grant award, the award number and the year, and the name of the pass-through entity, if any.

The City must maintain source documents that adequately support the grant award, authorizations, obligations, unobligated balances, assets, expenditures, income, and interest.

8. RECORDS AND INFORMATION MANAGEMENT

The City shall apply uniform rules for the City's records (including financial) and information that meet legal standards and best practices for effective records and information management, both for existing records and records yet-to-be created. The rules shall apply to all employees and contractors who generate information for the City. The City shall ensure:

- Control of all of the City's information, regardless of media form;
- Retention of records in accordance with legal, business, and federal, state, and local government program requirements, including without limitation the Nebraska Records Management Act, Nebraska Revised Statutes Section 84-1201 *et seq*., and Schedule 24 of the General Records for Local Government dated May 23, 2024;
- Retention and storage of records in a manner that is secure and accessible through the retention period;
- Implementation of appropriate safeguards to protect against illegal access, removal, loss, or destruction of the City's records and information;
- Disposal of records and information in accordance with an approved state records retention schedule; and,
- If any litigation, claim, negotiation, audit, or other action involving the records has commenced before the expiration of the 3-year period, the City shall retain the records until completion of the action and resolution of all issues which arise from it, or until the end of the regular 3-year period, whichever is later.

9. FINANCIAL REPORTS

The City must produce accurate, current, and complete disclosures of the financial results of each financially assisted activity in accordance with the financial reporting requirements of any applicable grant or subgrant.

The City shall use the financial reports as tools to manage, control, ensure compliance, monitor, and inform the City Council on its financial activities.

a. ***Reports to Grant Agencies***: The City shall complete and submit all reports to federal, state, and local grant agencies in accordance with, and in the format and timelines, the applicable agency requires.

b. ***Department Heads and City Administrator reports:*** The City Treasurer shall prepare and make available, to the heads of all the City's departments (each, a "**Department Head**" and collectively, the "**Department Heads**") and the City Administrator, on a monthly basis, financial reports to include:

- Statement of Net Position;
- Statement of Revenues, Expenses, and Changes in Net Position;
- Statement of Cash Flow; and,
- Comparisons of the City's annual budget to actual reports that details significant variances of sources and uses of funds as a management tool.

10. CASH MANAGEMENT POLICY

The City recognizes the importance of cash management to ensure there are sufficient funds to pay for the expenses of operating the City. The City Treasurer shall be responsible for monitoring the daily cash flow and balances of all cash funds, including investments.

On a monthly basis, the City Treasurer shall provide a Treasurer's report that shows the cash position from all sources that are accounted for in the cash accounts and investment accounts.

If at any time the City Administrator finds the City in a potential cash deficiency, it shall immediately notify the City Council.

11. BUDGET ADMINISTRATION

a. ***Budget Responsibility and Adoption***:

The City's annual budget represents a financial plan for management to carry out the objectives of the City. The City Administrator, City Treasurer, and Department Heads are responsible for preparing the annual budget and are responsible for presenting the annual budget to the City Council for final approval.

The annual budget shall include total projected revenues or sources and uses of funds, allowing for inclusion of all funding sources and all funding outlays during the budget period. It shall also include, in addition to grant revenue, other sources of funds, such as debts (for example, Title VI loans), to accurately portray total resources used to fund operating and capital plans in the fiscal year, and to ensure expenditure budgets for grant awards are in compliance with the applicable grant agreements. Lastly, it shall also include the approved activities within the annual strategic plan the City Council approves.

b. ***Budget Preparation Timing:***

The budget process should begin early in the fiscal year to allow the City Administrator, the City

Treasurer, and the Department Heads to engage in the process and present the budget to the City Council for approval.

In accordance with Nebraska Law, the budget is due September 30th of each year to the County and the State Auditor. The City should approve the Strategic Plan ahead of time for incorporation in the overall budget for the next fiscal year.

The budget process has multiple meetings and hearings including a possible county joint hearing if the City is exceeding its Allowable Growth Percentage. The City Administrator will produce a schedule to make sure the City complies with all state requirements.

Once the City Council approves the budget, the City Treasurer shall input the approved budget in the accounting system for the new fiscal year.

c. ***Budget Management and Report:***

Department Heads shall manage transactions charged against their department budgets and shall ensure their department revenues and expenses posted against their department budget are accurate, and shall provide justifications on budget variables.

The budget for specific grant awards provides a spending plan against which fiscal and program performance can be measured. Therefore, the City's accounting system must be set up in a manner that allows it to produce financial reports that compare expenditures with budget amounts.

12. PURCHASE OF GOODS AND SERVICES

The City's procurement policy, which the City Council approved and adopted on ____________________, 2026, via Ordinance No. _______________, a copy of which is appended hereto and incorporated herein as Appendix 2 (the "**Procurement Policy**"), shall govern all of the City's purchases. The Procurement Policy establishes guidelines to ensure reasonable buying practices, competition, quality, and integrity.

13. ALLOWABLE COSTS

Department Heads shall receive invoices directly or through internal mail from the Accounting Clerk. Each Department Head or designee is responsible for signing off on the invoice, providing the account number to be charged, and recording a description.

The City's Charging Accounts and Credit Card Purchase Policy requires that when an employee make a City purchase, the employee must sign for the purchase, submit a receipt, and follow other state laws. All receipts are required to be presented to the Department Head. The Department Head must then submit all receipts to the Accounting Clerk. Employees that do not submit receipts will be responsible for the cost of items purchased.

The following are key requirements of the claims processing procedure:

- Every claim needs to have an original ITEMIZED receipt attached (this includes all charge accounts and credit card purchases);

- Any claim without a receipt will be the responsibility of the person making the purchase;

- For most claims, the City will not pay tax (unless for Electric, Water, Sewer, or WWTP);
- The City shall not pay any claim for merchandise not received or services not rendered unless approved by City Council; and,
- All receipts must be more than or equal to the request of claim.

Department Heads shall submit approved invoices for payment promptly upon receipt. Department Heads will review the invoices with the City Administrator, answering questions as needed. The Accounting Clerk shall review the invoice for proper account coding and proper supporting documentation, and approve the invoice for payment if appropriate. The invoices shall be presented to the City Treasurer, City Administrator, and City Council for approval of payment.

14. CAPITAL ASSETS

Capital assets means tangible or intangible assets used in operations having a useful life of more than one year that are capitalized in accordance with GAAP. Capital assets include:

- Capital Outlays, including items that can be inventoried, such as equipment and vehicles.
- Capital Improvements, including acquisition of real property or the acquisition, construction, or extension of any improvements on real property.
- Land, buildings, additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life (not ordinary repairs and maintenance).

The City shall comply with its capital asset policy and procedures that provide guidance for employees to manage and safeguard the City's capital assets, including the active management of assets, with processes in place for tracking additions through purchases and donations, disposition, and depreciation.

a) CAPITAL ASSET POLICY AND PROCEDURES

I. Physical assets, such as property and equipment, are an integral part of the operation of the City and shall be safeguarded in the same manner as cash assets.

II. All Department property and equipment shall be stored in a secure place. Each Department Head is responsible for implementing measures to safeguard all of the City's assets within their control.

III. The City Treasurer shall maintain a property ledger in the book of accounts of each Department, which shall include a list of all capitalized items for inventory control purposes.

IV. All Department Heads shall maintain detailed records of individual capital assets and shall periodically balance the same (at least annually) with the general ledger accounts.

V. All property and equipment the City owns (other than real property) shall be divided into two categories: Expendable items or Non-expendable items, defined as follows:

i. Expendable items are purchased or donated items having a useful life of less than twelve (12) months and costing less than $5,000.00, which can be expended.

ii. Non-expendable items are purchased or donated items having a useful life of more than twelve (12) months and costing $5,000.00 or more.

VI. The City Treasurer or his/her designee for budgeting and financial control purposes shall capitalize non-expendable items.

All Department Heads shall provide a new asset form along with the invoice for all equipment for all non-expendable items.

Department Heads shall maintain detailed records of individual capital assets and shall periodically balance the same (at least annually) with the general ledger accounts. Adjustments for depreciation should be made as necessary.

VII. The City shall make a physical inventory of all equipment and property (other than real estate) at least annually, which shall be reconciled to the general ledger accounts.

b) REAL PROPERTY PROCEDURES

I. All Department Heads shall work with the City Treasurer regarding any real property or improvements for works in progress, in order to capitalize the asset. The City Treasurer will provide a project number to be noted on invoices and tracked until completed. Once the project is completed, an asset form can be completed.

II. The City shall maintain a property ledger for all developed and improvements made to real estate in order to ensure that amounts expended are accurate.

15. AUDIT

The City shall have a financial audit completed annually by a certified, external, independent accounting firm, unless applicable law requires the City to undergo audits biennially.

The City Treasurer shall have direct responsibility in overseeing the implementation of the audit. The City shall use a Request for Proposal ("**RFP**") method with the objective of obtaining a high-quality audit, and the selected audit firm must provide a peer review report as part of the selection process.

The City Administrator and the City Treasurer shall make available the completed audit report to the City Council. The auditors shall present the audit to the City Council for approval and acceptance.

The audit shall meet the Generally Accepted Government Auditing Standards ("**GAGAS**") and comply with the audit requirements under Title 2 Part 200 of the Uniform Grant Guidance. The City's audit shall include audit of the City's federal, state, and local government funded programs expended during the audit period.

a. **Single Audit:** If the City expends $750,000 or more of federal funds during the fiscal year, it is subject to a single audit and must comply with the scope of audit within the Uniform Grant Guidance, pursuant to which the auditor shall test for the City's:

I. Compliance with the requirements of the federal program, and

II. Internal Control over the compliance of the program.

b. **Audit Findings and Follow-up:** The City shall develop a plan to respond to all deficiencies (if any) noted in the audit and shall implement sufficient and appropriate corrective actions in order to preclude repeat findings in subsequent audits. The City shall describe in the audit document the reasons for the reoccurrence of any finding, planned corrective action, and any partial corrective action taken.

c. **Report Submission:** The audit reports must be filed with the Auditor of Public Accounts within six months after City's fiscal year-end.

16. PETTY CASH

The City may maintain a petty cash fund of not more than $200.00. The purpose of the fund is to have a small amount of cash available for small amounts owed, rather than for writing checks. The petty cash shall be in the safekeeping of the City Clerk, Deputy City Clerk, and City Treasurer, who shall keep track of payouts from the fund with receipts. At all times, the amount of cash on hand and the receipts must total the amount of authorized petty cash. When the cash in the petty cash fund is low, the custodian shall request a check to replenish the cash that has been paid out. The fund shall be subject to surprise audits.

17. BANKING AND INVESTING SERVICES

The City has multiple banking and investment accounts. The depository must be a financial institution that is sufficiently insured by the Federal Deposit Insurance Corporation ("**FDIC**"). Many programs require specific procedures for the City to set up a bank account and investment accounts for certain programs. The City Treasurer will coordinate with the bank on opening bank and investment accounts and maintaining the signatures on those accounts.

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APPENDIX 1: EFFECTIVE INTERNAL CONTROLS AND ACCOUNTABILITY

Notwithstanding the Policy described earlier in this document, the City has established a number of internal control procedures to ensure the following:

- Grant awards are managed to comply with statutes, regulations, and the terms and conditions of the awards;
- The City evaluates and monitors the grant awards to ensure compliance with statutes, regulations, and the terms and conditions of the awards;
- The City shall take prompt action to correct identified instances of noncompliance, including noncompliance identified in audit findings; and,
- The City must take reasonable measures to safeguard sensitive information and assets purchased with grant awards, consistent with privacy obligations of confidentiality and applicable federal, state, and local laws.

In addition, the City has established written procedures to implement internal controls over cash handling and requirements for payment methods that:

- Ensure there are sufficient funds to cover payments made for program and operations activities;
- Ensure adequate internal controls are in place with respect to the handling of cash receipts, from the time of receipt to deposit in the appropriate depository account;
- Establish written procedures to ensure the amount and the timing of grant award advances drawn for the purpose of paying program expenses have not been drawn unreasonably in advance of when the funds are needed for program expenses;
- Establish adequate internal controls and written procedures to ensure payments are made only for approved purposes; and,
- Maintain adequate accounting records for cash receipts and payments.

A. **Separation of Duties**

This Policy is based on the principle of separation of duties. Accordingly, no single person shall have the authority to authorize a transaction, execute a transaction, record a transaction, or have custody of any resulting assets.

B. **Cash Collection Control Procedures**

1. Payments by cash, checks, and money orders (including tenant payments) may be received only by designated personnel of the City's accounting department. Only employees the City Treasurer designates are authorized to receive payments and issue receipts.

2. Cash, checks and/or money orders shall be deposited in the bank where the City has an approved depository agreement. Deposits shall be made no less frequently than once per week, regardless of the amount accumulated.

3. When cash is retained in the office overnight, it must be stored in a locked fireproof cabinet or safe.

4. Checks received shall immediately be stamped "For Deposit Only."

5. The City Treasurer shall print a copy of the deposit details to memorialize the information for payments received by ACH or EFT. These transactions are recorded in accounting software.

6. The City Treasurer shall issue a receipt for all payments collected so there is an official record of the transactions and possible disputes are prevented.

   a. Receipts shall be assigned through the accounting software system. One part shall be given to the resident and one part, having the same number, shall be provided to the employee designated by the Department Head as having responsibility for ledger maintenance.

   b. Receipts shall contain, at a minimum, the following information: (1) name of the resident/entity being credited with the payment, (2) date, (3) amount of payment and (4) method of payment (cash, check, etc.).

   c. The supply of unassigned receipts shall be adequately safeguarded and kept in the custody of the City Treasurer.

7. The City Treasurer shall prepare a bank deposit slip and shall include each of the cash receipt numbers making up the deposit and complete details as to the amount of coin, currency, and checks. The City Treasurer shall reconcile the receipts and create financials to be reviewed by the City Administrator.

8. All payments shall be deposited intact with the appropriate deposit slip to provide an additional record. Under no circumstances shall any disbursements be made from payments received.

9. Payments received shall be recorded in the individual resident accounts receivable records on the day of receipt or as soon thereafter as practical, even when the money is not deposited on the same day. Cash receipt numbers shall be recorded on both the deposit slip and the resident accounts receivable records.

10. The City Treasurer shall be responsible for posting the resident accounts receivable records. The City Treasurer shall make all bank deposits.

C. Cash Disbursement Control Procedures

1. The Department Head identifies the need for a purchase, payment, or reimbursement and verifies that the expenditure is authorized, necessary, and budgeted.

2. The Department Head obtains any required quotes, bids, purchase orders, or approvals in accordance with the City's Procurement Policy.

3. New vendors shall be established by the City Treasurer or his/her designee. A completed IRS Form W-9 shall be obtained for all new vendors before payment is issued. Vendor numbers shall be assigned through the City's accounting system.

4. The Department Head reviews the invoice, verifies receipt of goods or completion of services, signs or initials the invoice indicating approval, and submits the invoice and all supporting documentation to the Deputy Clerk.

5. The Deputy Clerk enters the claim into PowerManager, and:

   a. Records the invoice number;

   b. Records the invoice amount;

   c. Records the invoice date;

   d. Verifies the mathematical accuracy of the invoice;

   e. Records the items or services being purchased; and

   f. Assigns a posting number to the invoice.

6. The Accounting Clerk reviews the invoice and supporting documentation for completeness and accuracy and shall:

   a. Verify invoice calculations and totals;

   b. Confirm that all required supporting documentation is attached;

   c. Verify that goods have been received and conform to specifications or that services billed have been satisfactorily rendered. The Department Head's approval confirms that the goods have been received in acceptable condition or that the services have been satisfactorily completed;

   d. Verify that discounts, credits, and adjustments have been properly applied;

   e. Verify that account coding is correct;

   f. Confirm that sufficient funds are available for payment;

   g. Identify any discrepancies, omissions, or errors; and,

   h. Make necessary corrections or obtain additional information before further processing the claim.

7. The Accounting Clerk prepares a Claim Cover Sheet and Check Register summarizing all claims submitted for payment. The Claim Cover Sheet shall include:

   a. Vendor names;

   b. Invoice numbers;

   c. Invoice dates;

   d. General ledger account coding;

e. Individual invoice amounts;

f. Total amount of claims presented for payment;

g. Any adjustments or corrections made during the review process; and,

h. Posting numbers assigned within PowerManager.

8. All claim requests shall contain a sufficient narrative description to clearly identify the purpose of the expenditure and the account to which the cost is charged.

9. The Claim Cover Sheet and Check Register shall include designated verification and approval lines for review and signature by the Finance Committee and City Clerk.

10. The Finance Committee reviews the claims packet, supporting documentation, Claim Cover Sheet, and Check Register for completeness, proper coding, and compliance with City policies.

11. The City Clerk reviews the claims packet and verifies that all required documentation, approvals, and signatures have been obtained.

12. The Claim Cover Sheet, Check Register, and payment approval documents shall be presented to the City Treasurer and City Administrator for review prior to presentation to the City Council for approval of claims.

13. The City Council shall approve all claims at a duly called City Council meeting prior to payment, except where otherwise authorized by law or City Council action, and except for payroll, debt service, tax payments, utility settlements, emergency expenditures, or other payments authorized by law, ordinance, or prior City Council action.

14. Following all required reviews and approvals, the City Treasurer or his/her designee shall prepare checks or ACH payments.

15. All disbursements shall be made by check or ACH. ACH payments shall require documented approval from two authorized individuals prior to processing. The City Administrator and City Treasurer may authorize other forms of disbursement, including wire transfers or electronic funds transfers when necessary.

16. All checks shall:

    a. Be pre-printed with the name and address of the City;

    b. Be pre-numbered and used in numerical sequence;

    c. Have all voided checks retained and properly recorded; and,

    d. Be safeguarded in a secure fireproof cabinet or safe when unused.

17. Checks shall never be issued payable to “Cash”.

18. Checks shall not be signed prior to being completely prepared and supported by appropriate documentation.

19. Each payment shall be supported by adequate documentation, including invoices, purchase orders, receipts, travel vouchers, contracts, or other supporting records as applicable.

20. Pursuant to Section 1-629 of the David City Municipal Code, all checks, payments, or purchases exceeding One Hundred Dollars ($100.00) shall require approval by two authorized individuals.

21. All checks issued by the City shall require the signatures of at least two (2) authorized individuals. ACH payments shall require documented approval by at least two (2) authorized individuals.

22. At least one (1) signatory shall be the Mayor, City Council President, Department Head, or appointed leader of the department responsible for the expenditure.

23. The second signatory shall be an authorized City employee or agent with lawful authority to approve the transaction.

24. No individual shall sign a check on which he or she is the payee.

25. Check signers shall review each check and supporting documentation prior to signing and shall not sign any check that lacks proper documentation or appears altered.

26. If a correction to a check is necessary, the original check shall be voided and retained, and a new check shall be issued.

27. The City Treasurer shall oversee notification to all banking institutions whenever authorized signatories are added, removed, or changed.

28. The signed check or ACH payment shall be mailed, transmitted, or otherwise delivered to the payee by the City Treasurer or his/her designee.

29. The City Treasurer or his/her designee shall reconcile all bank statements monthly.

30. Any discrepancies identified between accounting records, financial statements, or bank statements shall be promptly reported to the City Administrator and City Council, investigated, and resolved.

31. The completed claims packet, invoices, approvals, Claim Cover Sheet, Check Register, payment records, and reconciliation records shall be retained in accordance with the City's records retention requirements.

D. **Special Procedures Regarding Payroll Disbursement.**

1. The City shall have written authorizations on file for all employees that cover their rates of pay, withholdings, and deductions.

2. The City Treasurer or his/her designee shall establish adequate timekeeping controls (including the use of time sheets, whether paper or digital), and there shall be supervisory review and approval of all employee time/leave records prior to issuance of a check.

3. The City Treasurer or his/her designee shall prepare payroll checks.

4. The City Treasurer or his/her designee shall review any reimbursement claims. Any reimbursement claims must submit a claim voucher along with itemized receipts. The Department Head must approve the claim voucher prior to reimbursement.

E. Charge Accounts and Credit Card Control Procedures

1. With the advice and consent of the City Administrator, charge accounts and credit cards may be made available to designated employees of the City, consistent with their job duties, demonstrated professional responsibility, and the City's Municipal Code.

2. Credit cards are for authorized business expenditures of the City and shall not be used by employees as a substitute for personal credit cards.

3. Employees shall submit receipts for all expenses charged to company charge accounts and credit cards to the Accounting Clerk or his/her designee within one (1) week of the applicable transaction.

4. The City Treasurer or his/her designee shall examine billings for all company charge accounts and credit cards to ensure that all charges are valid. If there are incorrect charges, the City Treasurer or his/her designee shall notify the City Administrator immediately, and Department Heads shall complete and return any forms necessary to dispute such charges to the credit card company. If an employee with knowledge of an incorrect or disputable charge fails to report such charge within a reasonable time, he or she may be liable to the City for any resultant charges and may be subject to disciplinary action up to and including termination of employment.

5. Employees who incur ineligible or disallowed costs on company charge accounts and credit cards shall reimburse the City for such charges within thirty (30) calendar days of the date such charges were incurred, and may be subject to disciplinary action up to and including termination of employment.

6. Finance charges, late fees, and/or penalties associated with charge account and credit card use shall be avoided.

7. Charges shall not be incurred in excess of the credit card's established credit limits. If a higher limit is required, a request for a new credit limit and supporting documentation shall be submitted to the City Administrator for approval.

8. Lost or stolen credit cards shall be reported to the City and to the credit card company immediately and not later than the first business day after discovery of the loss. Employees who fail to report lost or stolen credit cards may be held liable for any charges and may be subject to disciplinary action up to and including termination of employment.

9. Employees shall immediately surrender company credit cards: (1) upon demand by the City, (2) when there is no longer a business need for the card, and/or (3) upon termination of employment. Cancelled credit cards shall be returned immediately to the City and properly destroyed. Surrender or cancellation of a credit card does not discharge any responsibilities incurred up to and including the date of such action.

F. Investment Control Procedures

1. Subject to the approval of the City Council, funds may be drawn to be invested by the City. A copy of the resolution authorizing each investment transaction shall be maintained in the official records of the City, with a copy provided to the City Treasurer.

2. Any and all investment documents shall be kept in the custody of the City Treasurer or his/her designee. Investment documents shall be safeguarded in a fireproof cabinet or safe, and shall be stored separately from other accounting records.

3. Investments shall be made only in the name of the City, and shall be maintained in a custodian or trust account.

4. The City Treasurer shall record all investments in detail in an investment ledger, which shall reflect any and all interest earned, collected, and/or disbursed.

5. The City Treasurer or his/her designee shall reconcile the investment ledger on a monthly basis, and any discrepancies shall be reported to the City Administrator and the City Council to promptly investigate and resolve.

6. The City Treasurer or his/her designee shall maintain a maturity schedule, evidencing when investments will mature.

APPENDIX 2: PROCUREMENT POLICY AND PROCEDURES

[SEE ATTACHED ORDINANCE NO. _________]