

CITY COUNCIL PROCEEDINGS

May 27, 2020

The City Council of the City of David City, Nebraska, met in open public session at 7:00 p.m. in the lower level of the David City Auditorium at 699 Kansas Street, David City, Nebraska. The Public had been advised of the meeting by publication of notice in The Banner Press on May 21st, and an affidavit of the publisher is on file in the office of the City Clerk. The Mayor and members of the City Council acknowledged advance notice of the meeting by signing the Agenda which is a part of these minutes. The advance notice to the Public, Mayor, and Council members conveyed the availability of the agenda, which was kept continuously current in the office of the City Clerk and was available for public inspection on the City's website. No new items were added to the agenda during the twenty-four hours immediately prior to the opening of the Council meeting. The meeting was held at the City Auditorium due to the COVID-19 pandemic so as to incorporate social distancing strategies. [It is recommended that individuals be kept at least 6 feet apart.]

Present for the meeting were: Mayor Alan Zavodny, Council members Tom Kobus, Dana Trowbridge, Pat Meysenburg, Kevin Hotovy, John Vandenberg, and Bruce Meysenburg, City Administrator Clayton Keller, City Attorney James Egr, and Deputy City Clerk Tami Comte.

Also present for the meeting were: Sheriff Tom Dion, Park/Auditorium Supervisor Bill Buntgen, Interim Water Supervisor Aaron Gustin and Building Inspector Ray Sueper (joined by ZOOM video conferencing), Cody Wickham of D.A. Davidson, Craig Reisch of Olsson (joined by ZOOM video conferencing), Kory Kuhlman, Jason Lavicky, John Paul Svec, Mitch Ehmke of Henningsen Foods, Inc. and Vinny Bittinger of Magical Lights of Malcolm.

The meeting opened with the Pledge of Allegiance.

Mayor Zavodny informed the public of the "Open Meetings Act" posted on the north wall by the entrance and asked those present to silence their cell phones.

The minutes of the May 13th, 2020 meeting of the Mayor and City Council were approved upon a motion by Council member Trowbridge and seconded by Council member Pat Meysenburg. Voting AYE: Council members Trowbridge, Hotovy, Kobus, Pat Meysenburg, Vandenberg, and Bruce Meysenburg. Voting NAY: None. The motion carried.

Council member Trowbridge introduced Resolution No. 15 – 2020 adopting and approving the execution of a State Grant Agreement for Project No. 93Y SA-06, to be submitted to the Nebraska Department of Transportation, Aeronautics Division of the State of Nebraska to obtain State financial aid in the development of the David City Municipal Airport. Council member Hotovy seconded the motion. Voting AYE: Council members Hotovy, Trowbridge, Bruce Meysenburg, Pat Meysenburg, Kobus and Vandenberg. Voting NAY: None. The motion carried and Resolution No. 15-2020 was passed and adopted as follows:

RESOLUTION NO. 15 - 2020

RESOLUTION ADOPTING AND APPROVING THE EXECUTION OF A STATE GRANT AGREEMENT FOR PROJECT NO. 93M SA-06, TO BE SUBMITTED TO THE DEPARTMENT OF TRANSPORTATION, AERONAUTICS DIVISION, OF THE STATE

OF NEBRASKA TO OBTAIN STATE FINANCIAL AID IN THE DEVELOPMENT OF
THE DAVID CITY MUNICIPAL AIRPORT.

Be it resolved by the Mayor and Secretary of the City of David City of David City,
Nebraska, that:

1. The City of David City shall enter into a State Grant Agreement with the Nebraska Department of Transportation, Aeronautics Division for Project No. 93 Y SA-06 for the purpose of obtaining state financial aid in the development of the David City Municipal Airport and that such agreement shall be as set forth hereinbelow.
2. The Mayor of the City of David City is hereby authorized and directed to execute said State Grant Agreement on behalf of the City of David City, and the Secretary is hereby authorized and directed to attest said execution.
3. The said agreement referred to herein above is inserted in full and attached herewith, and made a part hereof as Exhibit "O".

Upon calling for a vote on the resolution, six voted yea, and 0 voted nay, and the resolution therefore was declared passed and approved on May 27, 2020.

ATTEST:

Deputy City Clerk

Mayor Alan Zavodny

Cody Wickham, with DA Davidson, was present to discuss the City's Bond Anticipation Notes for the Downtown Renovation project. One of the bonds matures in July of 2020 so the bonds need to be rolled into General Obligation Various Purpose Bonds.

Council member Hotovy introduced Resolution No. 16 – 2020 calling for the early redemption of the City's outstanding General Obligation Bond Anticipation Notes Series 2017, Series 2017B, Series 2018A and Series 2019. Council member Bruce Meysenburg seconded the motion. Voting AYE: Council members Kobus, Pat Meysenburg, Bruce Meysenburg, Hotovy, Trowbridge and Vandenberg. Voting NAY: None. The motion carried and Resolution No. 16-2020 was passed and adopted as follows:

RESOLUTION NO. 16 - 2020

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

Section 1. That the following notes, in accordance with their option provisions, are authorized to be called for payment on the date as set forth in the Designation of Call Date (as defined below), after which date interest on the notes will cease:

(a) General Obligation Bond Anticipation Note, Series 2017A, dated July 27, 2017, in the total principal amount of \$2,500,000, numbered as shown on the books and records of the Paying Agent and Registrar and maturing in the principal amount(s) as follows:

<u>Principal</u>	<u>Maturity Date</u>
2,500,000	July 15, 2020

Said note (the "2017 Note") is subject to redemption at any time on or after October 15, 2018, at the principal amount thereof plus accrued interest to date fixed for redemption.

(b) General Obligation Bond Anticipation Note, Series 2017B, dated November 14, 2017, in the total principal amount of \$2,000,000, numbered as shown on the books and records of the Paying Agent and Registrar and maturing in the principal amount(s) as follows:

<u>Principal</u>	<u>Maturity Date</u>
2,000,000	October 15, 2020

Said note (the "2017B Note") is subject to redemption at any time on or after October 15, 2018, at the principal amount thereof plus accrued interest to date fixed for redemption.

(c) General Obligation Bond Anticipation Note, Series 2018A, dated June 14, 2018, in the total principal amount of \$1,500,000, numbered as shown on the books and records of the Paying Agent and Registrar and maturing in the principal amount(s) as follows:

<u>Principal</u>	<u>Maturity Date</u>
1,500,000	April 15, 2021

Said note (the "2018A Note") is subject to redemption at any time on or after October 15, 2019, at the principal amount thereof plus accrued interest to date fixed for redemption.

(d) General Obligation Bond Anticipation Note, Series 2019A, dated March 15, 2019, in the total principal amount of \$975,000, numbered as shown on the books and records of the Paying Agent and Registrar and maturing in the principal amount(s) as follows:

<u>Principal</u>	<u>Maturity Date</u>
\$975,000	April 15, 2021

Said note (the "2019A Note" and together with the 2017A Note, the 2017B Note, and the 2018A Note, the "Notes") is subject to redemption at any time on or after October 15, 2019, at the principal amount thereof plus accrued interest to date fixed for redemption.

Section 2. The Notes are to be paid at the office of the Treasurer of the City, David City, Nebraska, as paying agent and registrar for the Notes (the "Paying Agent").

Section 3. The Mayor, City Administrator or the City Treasurer (each, an "Authorized Officer") are each individually hereby authorized to determine the call date for said Notes on behalf of the City and such determination, when made in writing (the "Designation of Call Date"), shall constitute the action of the City without further action of the Mayor and Council Members of the City. In the event the Designation of Call Date is not executed and delivered on or before December 31, 2020, the Authorized Officers shall have no authority to make any such determination hereunder without further action of the Mayor and Council Members of the City and this resolution shall be of no further force and effect.

Section 4. A true copy of this resolution together with an executed Designation of Call Date together, the "Call Documents") shall be filed with the Paying Agent, to effect the call of the Notes. Upon receipt of the Call Documents, the Paying Agent is hereby instructed to mail notice to each registered owner of the Notes not less than thirty days prior to the date fixed for redemption, all in accordance with the ordinance authorizing the issuance of the Notes, and to take all other actions deemed necessary in connection with the redemption of the Notes.

PASSED AND APPROVED this 27th day of May, 2020.

ATTEST:

By _____
Mayor Alan Zavodny

City Clerk Joan Kovar

(S E A L)

Cody Wickham stated that the Council had two options regarding the General Obligation Various Bonds. The first option is 10-year notes with an interest rate of 1.599% or the second option is 15-year notes with an interest rate of 1.952%. They both have a five-year call feature. Both options don't have a principal payment until 2021.

Council member Trowbridge stated that with the sales tax sunsetting in 2030 he did not think that it would be prudent to have the bonds mature after that date.

Cody Wickham stated that the total interest on the 10-year bonds would be \$688,000 and on the 15-year bonds the interest would be \$1,217,000, so going with the 10-year bonds would be saving \$529,000, which is significant.

Council member Trowbridge introduced Ordinance No. 1353 authorizing the issuance of General Obligation Various Purpose Bonds, Series 2020, in the principal amount of not to exceed \$7,250,000 for the purpose of paying off interim financing for the cost of street improvements in Street Improvement District Nos. 2017-1 and 2017-2. Mayor Zavodny read Ordinance No. 1353 by title. Council member Hotovy made a motion to suspend the statutory rule that requires an

Ordinance to be read on three separate days. Council member Bruce Meysenburg seconded the motion. Voting AYE: Council members Vandenberg, Kobus, Bruce Meysenburg, Pat Meysenburg, Trowbridge and Hotovy. Voting NAY: None. The motion carried.

Council member Hotovy made a motion to pass Ordinance No. 1353 on the 3rd and final reading. Council member Kobus seconded the motion. Voting AYE: Council members Pat Meysenburg, Kobus, Vandenberg, Bruce Meysenburg, Trowbridge and Hotovy. Voting NAY: None. The motion carried and Ordinance No. 1353 was passed on 3rd and final reading as follows:

ORDINANCE NO. 1353

AN ORDINANCE AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION VARIOUS PURPOSE BONDS, SERIES 2020, OF THE CITY OF DAVID CITY, NEBRASKA, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED SEVEN MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS (\$7,250,000) FOR THE PURPOSE OF PAYING OFF INTERIM FINANCING FOR THE COSTS OF STREET IMPROVEMENTS IN STREET IMPROVEMENT DISTRICT NOS. 2017-1 AND 2017-2; PRESCRIBING THE FORM OF SAID BONDS; PROVIDING FOR THE LEVY AND COLLECTION OF TAXES TO PAY THE SAME; AUTHORIZING OFFICERS OF THE CITY TO MAKE ARRANGEMENTS FOR THE SALE OF THE BONDS AND TO DESIGNATE THE FINAL TERMS, RATES AND MATURITY SCHEDULE FOR SAID BONDS WITHIN STATED PARAMETERS; AUTHORIZING THE DELIVERY OF THE BONDS TO THE PURCHASER; AND PROVIDING FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

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

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

(a) pursuant to ordinances heretofore duly passed and approved by the Mayor and City Council, Street Improvement District Nos. 2017-1 and 2017-2 in the City have been created and the prescribed improvements therein have been or will soon be completed and accepted by the City;

(b) the cost of said improvements, as reported by the City's Engineer, is not less than \$7,135,000;

(c) that additional miscellaneous costs including interest on warrants, bond anticipation notes (including the Notes described herein) or other indebtedness and issuance costs have been or are being incurred for said improvements;

(d) the City has previously issued, to provide interim financing for payment of the interim construction costs of the street improvements in Street Improvement District Nos. 2017-1 and 2017-2, its (i) General Obligation Bond Anticipation Note, Series 2017A, in the principal amount of \$2,500,000 (the "2017A Note"), (ii) General Obligation Bond Anticipation Note, Series 2017B, in the principal amount of \$2,000,000 (the "2017B Note"), (iii) General Obligation Bond Anticipation Note, Series 2018A, in the principal amount of \$1,500,000 (the "2018A Note") and (iv) General Obligation Bond Anticipation Note, Series 2019A, in the principal amount of \$975,000 (the "2019A Note" and together with the 2017A Note, the 2017B Note and the 2018A Note, the "Notes"), which constitute a contractual obligation of the City and such Notes will mature or be called for redemption on a redemption date as determined

pursuant to a resolution approved on this date authorizing the call of the Notes (the "Redemption Date"), and proceeds of the bonds authorized hereunder together with any remaining proceeds of the Notes will be used to pay at maturity or refund and redeem such Notes on the Redemption Date;

(e) all conditions, acts and things required to exist or to be done precedent to the issuance of General Obligation Various Purpose Bonds, Series 2020, of the City, in the principal amount of not to exceed Seven Million Two Hundred Fifty Thousand Dollars (\$7,250,000) pursuant to Sections 17-516, 17-520, 18-1801 and 18-1802, R.R.S. Neb. 2012, to pay the costs of the improvements described herein (including payment of the Notes and related costs) hereof do exist and have been done as provided by law.

Section 2. To provide for the issuance of bonds as described in Section 1 hereof, there shall be and there are hereby ordered issued bonds of the City, to be known as General Obligation Various Purpose Bonds, Series 2020 (the "Bonds"), of the aggregate principal amount of not to exceed Seven Million Two Hundred Fifty Thousand Dollars (\$7,250,000), provided, that the Bonds shall mature and bear interest at such rates per annum as shall be determined in a written designation (the "Designation") signed by the Mayor, City Administrator or the City Treasurer (each, an "Authorized Officer") on behalf of the City, which Designation may also determine or modify the principal amount, interest rate or maturity date of the Bonds, mandatory redemption provisions (if any) and pricing terms as set forth in Section 8 hereof, all within the following limitations:

- (a) the aggregate principal amount of the Bonds shall not exceed the amount stated in this Section 2 above, provided, however, in the event the Bonds are sold with a net original issue discount such aggregate principal amount may be increased in an amount necessary to compensate for any such net original issue discount;
- (b) the aggregate amount of original issue premium and original issue discount (if any) may result in an aggregate net original issue discount (if any) not in excess of two percent (2.00%) of the stated principal amount of the Bonds;
- (c) the longest maturity of the Bonds may not be later than December 15, 2035;
- (d) the true interest cost of the Bonds shall not exceed 4.00%;
- (e) two or more of the principal maturities may be combined and issued as "term bonds" and each of the Authorized Officers may determine the mandatory sinking fund payments and mandatory redemption amounts. Any Bonds issued as "term bonds" shall be redeemed at a redemption price equal to 100% of the principal amount thereof plus accrued interest thereon to the date of redemption and may be selected for redemption by any random method of selection determined appropriate by the Registrar (as hereinafter designated).

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

The Bonds shall be issued in fully registered form in the denomination of \$5,000 or any integral multiple thereof. The date of original issue for the Bonds shall be the date of delivery thereof. Interest on the Bonds shall be payable semiannually on June 15 and December 15 of each year commencing December 15, 2020 (or such other dates as provided in the Designation, each of said

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

Section 3. Unless as otherwise provided in the Designation, the City Treasurer, David City, Nebraska, is hereby designated to serve as Paying Agent and Registrar for the Bonds, provided that an Authorized Officer is authorized to designate a bank or trust company to serve in such capacity and upon such agreed terms as shall be determined by an Authorized Officer. The Paying Agent and Registrar shall keep and maintain for the City books for the registration and transfer of the Bonds at the City offices. The names and registered addresses of the registered owner or owners of the Bonds shall at all times be recorded in such books. Any Bond may be transferred pursuant to its provisions at the office of said Paying Agent and Registrar by surrender of such Bond for cancellation, accompanied by a written instrument of transfer, in form satisfactory to said Paying Agent and Registrar, duly executed by the registered owner in person or by such owner's duly authorized agent, and thereupon the Paying Agent and Registrar, on behalf of the City, will deliver at its office (or send by registered mail to the transferee owner or owners thereof at such transferee owner's or owners' risk and expense), registered in the name of the transferee owner or owners, a new Bond or Bonds of the same series, interest rate, aggregate principal amount and maturity. To the extent of the denominations authorized for the Bonds by this ordinance, one Bond may be transferred for several such Bonds of the same series, interest rate and maturity, and for a like aggregate principal amount, and several such Bonds may be transferred for one or several such Bonds, respectively, of the same series, interest rate and maturity and for a like aggregate principal amount. In every case of transfer of a Bond, the surrendered Bond shall be canceled and destroyed. All Bonds issued upon transfer of the Bonds so surrendered shall be valid obligations of the City evidencing the same obligation as the Bonds surrendered and shall be entitled to all the benefits and protection of this ordinance to the same extent as the Bonds upon transfer of which they were delivered. The City and said Paying Agent and Registrar shall not be required to transfer any Bond during any period from any Record Date until its immediately following Interest Payment Date or to transfer any Bond called for redemption for a period of 30 days next preceding the date fixed for redemption.

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

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

Section 6. In addition to any mandatory sinking fund redemption as may be determined in the Designation as permitted in Section 2 hereof, the Bonds shall be subject to redemption at the option of the City prior to the stated maturities thereof, in whole or in part, at any time on or after the fifth anniversary of the date of original issue thereof (or such other date as provided in the Designation) at par plus accrued interest on the principal amount redeemed to the date fixed for redemption. The City may select the Bonds to be redeemed in its sole discretion, but Bonds shall be redeemed only in amounts of \$5,000 or integral multiples thereof. Bonds redeemed in part only shall be surrendered to the Paying Agent and Registrar in exchange for new Bonds evidencing the unredeemed principal thereof. Notice of redemption of any Bond called for redemption shall be given at the direction of the City in the case of optional redemptions and without further direction in the case of mandatory redemptions, by said Paying Agent and Registrar by mail not less than 30 days prior to the date fixed for redemption, first class, postage prepaid, sent to the registered owner of such Bond at said owner's registered address. Such notice shall designate the Bond or Bonds to be redeemed by number, the date of original issue and the date fixed for redemption and shall state that such Bond or Bonds are to be presented for prepayment at the office of the Paying Agent and Registrar. In case of any Bond partially redeemed, such notice shall specify the portion of the principal amount of such Bond to be redeemed. No defect in the mailing of notice for any Bond shall affect the sufficiency of the proceedings of the City designating the Bonds called for redemption or the effectiveness of such call for Bonds for which notice by mail has been properly given and the City shall have the right to further direct notice of redemption for any such Bond for which defective notice has been given. In the event term maturities and mandatory redemption amounts are determined in the Designation, the provisions of this Section 6 shall apply generally to mandatory redemptions. Any such mandatory redemptions shall be in amounts and on terms set forth in the Designation, at the principal amount redeemed plus accrued interest to the date set for redemption. The Paying Agent and Registrar shall select the term bonds to be redeemed in any maturity using any random method of selection deemed appropriate, subject to the provisions of Section 8 of this Ordinance.

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

UNITED STATES OF AMERICA
STATE OF NEBRASKA

GENERAL OBLIGATION VARIOUS PURPOSE BOND
OF THE CITY OF DAVID CITY, NEBRASKA
SERIES 2020

No.

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
	_____, 20____	_____, 2020	

Registered Owner:

Principal Amount: _____ Dollars

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

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

This bond is one of an issue of fully registered bonds of the total principal amount of \$_____, of even date and like tenor herewith, except as to denomination, which were issued by the City for the purpose of paying off interim financing for the costs of street improvements in Street Improvement District Nos. 2017-1 and 2017-2, and paying costs of issuance. The issuance of this bond and the other bonds of this issue has been lawfully authorized by an ordinance duly passed,

approved and published by the Mayor and Council of the City in strict compliance with Sections 17-516, 17-520, 18-1801 and 18-1802, Reissue Revised Statutes of Nebraska, 2012, as amended.

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

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

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

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

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

THE CITY OF DAVID CITY, NEBRASKA

(SEAL)

By: (Sample - Do not sign)
Mayor

ATTEST:

(Sample - Do not sign)
City Clerk

**CERTIFICATE OF AUTHENTICATION
AND REGISTRATION**

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

(Sample - Do not sign)
City Treasurer, Paying Agent and Registrar
for the City of David City, Nebraska

(FORM OF ASSIGNMENT)

For value received, _____ hereby sells, assigns and transfers unto _____, (Social Security or Taxpayer I.D. No. _____) the within Bond and hereby irrevocably constitutes and _____ appoints

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

Dated: _____

Registered Owner(s)

Signature Guaranteed
By _____

Authorized Officer

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

Section 8. Each of the Bonds shall be executed on behalf of the City with the facsimile signatures of the Mayor and the City Clerk and shall have imprinted thereon the City's seal. The Bonds shall not be valid and binding on the City until authenticated by the Paying Agent and Registrar. The Bonds shall be delivered to the Paying Agent and Registrar for registration and authentication. Upon execution, registration and authentication of the Bonds, they shall be delivered to the City Treasurer, who is authorized to deliver them to the D.A. Davidson & Co., as the initial purchaser thereof, upon receipt of a purchase price of not less than 98.25% (or such other amount as may be determined in the Designation) of the principal amount of the Bonds plus accrued interest thereon to date of payment for the Bonds. Said initial purchaser shall have the right to direct the registration of the Bonds and the denominations thereof within each maturity, subject to the restrictions of this Ordinance. Any of the Authorized Officers of the City are hereby authorized to execute and deliver the Designation for and on behalf of the City. Such purchaser and its agents, representatives and counsel (including its bond counsel) are hereby authorized to take such actions on behalf of the City as are necessary to effectuate the closing of the issuance and sale of the Bonds, including, without limitation, authorizing the release of the Bonds at closing.

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

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

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

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

Section 13. The City hereby covenants to the purchasers and holders of the Bonds hereby authorized that it will make no use of the proceeds of said Bond issue, including monies held in any sinking fund for the Bonds, which would cause the Bonds to be arbitrage bonds within the meaning of Sections 103(b) and 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and further covenants to comply with said Sections 103(b) and 148 and all applicable regulations thereunder throughout the term of said issue. The City hereby covenants and agrees to take all actions necessary under the Code to maintain the tax exempt status (as to taxpayers generally) of interest payable on the Bonds. As and to the extent not "deemed designated," the City hereby designates the Bonds as its "qualified tax-exempt obligations" pursuant to Section 265(b)(3)(B)(i)(III) of the Code and covenants and warrants that it does not reasonably expect to issue tax-exempt bonds or other tax-exempt obligations aggregating in principal amount more than \$10,000,000 during calendar year 2020, taking into consideration statutory exceptions for refunding issues. The City further covenants and warrants that it has not designated and will not designate bonds or other obligations as so qualified in an amount in excess of \$10,000,000 in calendar year 2020. The Mayor, City Administrator and/or City Treasurer are hereby authorized to make any and all elections or

allocations deemed necessary by them in connection with the tax-exempt status of interest on the Bonds or other tax related qualification thereof.

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

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

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

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

Issuance Compliance Policy and Procedures and any similar policy or procedures previously adopted and approved, the Post-Issuance Compliance Policy and Procedures shall control.

Section 18. In accordance with the requirements of Rule 15c2-12 (the "Rule") promulgated by the Securities and Exchange Commission, the City, being the only "obligated person" with respect to the Bonds, agrees that it shall enter into a continuing disclosure undertaking or agreement for the Notes (an "Undertaking") to provide certain continuing disclosure information to the Municipal Securities Rulemaking Board (the "MSRB") through the Electronic Municipal Market Access website ("EMMA") or such other means as may be proscribed by the MSRB, in an electronic format as prescribed by the MSRB. Each Authorized Officer is authorized to finalize the form of the Undertaking and to execute the same on behalf of the City. Any failure by the City to comply with the Undertaking shall not constitute an event of default under this Ordinance or with respect to the Bonds; however, if the City fails to comply with the Undertaking, any Bondholder or beneficial owner may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the City to comply with its obligations thereunder. The obligations of the City contained in this Section 18 shall only be applicable in the event that the Bonds are issued as Tax-Exempt Bonds.

Section 19. This ordinance shall be published in pamphlet form and shall be in full force and effect from and after its passage as provided by law.

PASSED AND APPROVED this 27th day of May, 2020.

Mayor Alan Zavodny

City Clerk Joan Kovar

(SEAL)

EXHIBIT "A"
POLICY AND PROCEDURES

[SEE ATTACHED]

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

ISSUER NAME: The City of David City, in the State of Nebraska

COMPLIANCE OFFICER (BY TITLE): City Treasurer

POLICY

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

PROCEDURES

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

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

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

Scope of Review.

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

- (a) the resolution(s) and/or ordinance(s), as applicable, adopted by the governing body of the Issuer authorizing the issuance of its outstanding bonds, together with any documents setting the final rates and terms of such bonds (the "Authorizing Proceedings"),
- (b) the tax documentation associated with each bond issue, which may include some or all of the following (the "Tax Documents"):

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

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

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

Use of Bond Financed Property. Expectations and covenants contained in the Bond Documents regarding private use shall be reviewed by the Compliance Officer to ensure compliance. Bond-financed properties shall be clearly identified (by mapping or other reasonable means). Prior to execution, the Compliance Officer (and bond counsel, if deemed appropriate by the Compliance Officer) shall review (a) all proposed leases, contracts related to operation or management of bond-financed property, sponsored research agreements, take-or-pay contracts or other agreements or arrangements or proposed uses which have the potential to give any entity any special legal entitlement to the bond-financed property, (b) all proposed agreements which would result in disposal of any bond-financed property, and (c) all proposed uses of bond-financed property which were not anticipated at the time the bonds were issued. Such actions could be prohibited by the Authorizing Proceedings, the Tax Documents or Federal tax law.

Continuing Disclosure. Compliance with the Continuing Disclosure Obligations with respect to each bond issue shall be evaluated (a) to ensure timely compliance with any annual disclosure

requirement, and (b) to ensure that any material events have been properly disclosed as required by the Continuing Disclosure Obligation.

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

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

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

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

Craig Reinsch, of Olsson, presented the Water Treatment Plant Study via Zoom video conferencing.

Craig Reinsch said, "We have completed the review of the water treatment plant as well as some pilot testing. We have collected a lot of data and we have some information to present to you today. Overall, the system itself is working well. We know that there is additional capacity right now. I know there have been some additional discussions of some additional opportunities for usage that have occurred. So, again, this could change as development requests are made and then, as industry requests are made, as well. I mentioned that the system is working well. It's working well for a system that is 40 years old. So, some work has been done within the treatment process. The last major upgrade was needed in 2006, which included some repainting, some coating of the clarifier, and replacing of some of the filter components. So, it is time to start considering replacing or upgrading some major system components. One of the things that the Council commissioned us with when we started this study was what it would take to remove lime from the treatment process. We have done this, however, our caution, at the time, was that we needed to look at the overall system and not just individual because we believe there is a cascade effect if we change one and that occurred during the study. With the pilot study, we did a couple of things. Number one, we started with jar testing to see if there were some chemical that could be added to make the treatment process more functional now. So, the first half of the two to five-week pilot study, we tried some additional treatments, chemicals, with lime feed and there were some additional benefits. The second half of this pilot test was done, primarily in March of 2020. We also included turning off the lime to see what happened with that process. One of the main things that we observed is that, even though they were saving on lime, and not having to sludge, there were also some additional concerns with, obviously, not soft water, which is not a requirement, but manganese increased throughout the treatment process. So, we did go through and included what we learned from the pilot study and one of the things that we learned from removing lime was that,

if you remove lime, you will need to add other treatment chemicals to overcome what lime was able to do for the town. Depending on which way we go, we need two or three additional chemicals, to match what lime can do. Because, lime is able to do several different components of the treatment process within the distribution system. As we looked at all of the data, we came up with three options. Option number one is a new water treatment plant that would not use lime and that would be a pressure filtration system. We would still utilize some of the existing treatment components, such as, the 500,000 gallon clearwell and the high service pumps. The rest would be new. The second option would be to improve the existing water plant, which would be primarily a replacement of major system components and then also to provide some additional controls and automation to upgrade the plant now. The third option is kind of a hybrid of the two, which would be to modify the existing water plant but not feed lime. This option would include replacement of similar components as well as refurbishing what you have now. It would also be to include additional chemical feed, as we discussed and then also the addition of some other components, such as a new press, to deal with a different kind of solid, than the lime solid. The press that is within the existing water plant is only designed for lime. In order to be able to continue to use that, lime would have to be added to the solids to be able to address that. So, those are the three options that we considered. We also, because of the anticipation of this process, would want to submit the project for funding. We did go through the effort of utilizing the water main replacement that we were discussing over the last several years. I've updated it to include the figure and updated the costs and included that as an option if the City would like to use that as part of the funding mechanism. So, really there are four components to the study. This is a similar approach that we used when the wastewater plant and the sanitary sewer rehab projects, whereby lumping those together resulted in some additional grant funding because of the size of the project. Are there any questions?"

Council member Trowbridge asked, "Is there a remote possibility that we could get manganese levels to the acceptable limits with the equipment that we currently have at the plant if the filtration system were functioning at 100% capacity?"

Craig Reinsch said, "Now, when you mention 100% capacity, are you talking about full peak capacity?"

Council member Trowbridge said, "I'm talking the capacity that it was designed for."

Craig Reinsch said, "The capacity that it was designed for is 1,800 gallons per minute. Right now, it's operating at 800 gallons per minute. There are some issues with backwash that we need to address. They are included in the options. One of the questions that I'm working with Aaron on is I'm not sure why the plant is running on the 800 gallon per minute level. I don't know if there's a reason why it's reduced. That question is still out there. The reason that the lime works so well is that it removes a lot in that clarifier. So, by taking lime out, you will have to find other ways to compensate. There's also the issue of backwash recycle, and backwash recycle doesn't allow for wasting of manganese and so it continues to go around and around, and that could be part of the issue as well. So, right now the filters are working as designed. The media is probably getting close to the life expectancy. The filters were replaced in 2006. Typically, you look at replacing that in a fifteen-year time frame. So, we're right there. So, both options two and three, utilizing the existing process include replacement of the media as a provision to help."

Council member Trowbridge said, "Is that single change, updating the media, sufficient to get us within an acceptable manganese capacity?"

Craig Reinsch said, "It could, potentially. The difference in media between option 2 and option 3, is that we'll be looking at using, basically option 2 would be to go back to a similar type of

media and option 3 we would look at one that was designed more for manganese removal. However, it's not just a function of manganese removal, arsenic is also an issue for the City. So, we'll have to make sure that whatever option that we do, we will have to pilot and test that out, to make sure that we are appropriately removing arsenic. Within the testing requirements that the State has, there are required tests, which the City does, and there are process tests that sometimes don't get done. For example, the State requires that arsenic be tested as the water enters the distribution system. The State does not require that you test the wells for arsenic. So, we don't have historical data over the last few years of what those arsenic concentrations have been doing from the wells. We have the tests from when the wells were first commissioned and then we have the results of the testing that we did for the study. But we don't have any data in between. So, those concentrations change. So, even though manganese is something that is visible, arsenic is also something that the Council needs to be aware of. The whole reason that the State didn't make a bigger issue when arsenic became a thing that they observed from the wells, was because of the lime softening process that was used."

Council member Kobus said, "How much arsenic is in our water system?"

Craig Reinsch said, "it depends on the wells. There are a couple that are higher, I think. But the most that I saw was around 12 micrograms. The requirement for the mcl, maximum contaminant level is 10. So, it's just slightly over, but it's enough over that it could be an issue with one well running at a time. Manganese is an issue from the wells. The treatment process does remove the manganese and the iron. But there are also older online cast iron mains in the distribution system that also cause some discolored water. So, the process of removing and replacing those water mains and adding some sequestering agents, which Aaron has started, can help with that too. So, there's more than one approach. I think the one thing to really consider is the cost of the lime, on average, is about \$4,000, just for the delivered material. Over a year, it's around \$50,000 just for the lime. But the real cost is the personnel cost of utilizing a system that's 40 years old. So, with option 2, we're looking at replacing the existing lime feed system with an updated system that would use less operator time and focus on being less of an issue, which is then less personnel time focused on lime. The other consideration for both options 1 and 3 is that even though softening is not required, there is a benefit that the City sees from doing it and that benefit is that right now there are some water softeners, but if softening is removed from the water, there would be more softeners. What we see in some towns is that there are enough individual water softeners that then discharge that brine into the wastewater system that more and more chlorides show up in the wastewater system. We are working with one community, where NDEE added chlorides as a discharge treatment requirement to their permit so now they have to go through and decide how they're going to remove salt from their wastewater so that they can be in compliance with their wastewater discharges."

Mayor Zavodny said, "Now I'll start with questions. We can't look at this one dimensionally, there's the cost of taking care of the facility and whatever alterations that we make there, but there's also ongoing costs. The reason that we wanted to start looking at the lime was because we knew that it's very expensive and it was difficult to get it all balanced and working at the right levels. We're talking about a new plant. We financed the last one for longer than the life expectancy of it. I understand why that was done because there's a sticker shock there. In listening to all of the options there, usually I can gauge where you're going with what might be tolerable to us from a financial standpoint, and an operational standpoint, and you failed on all of those today – that's not your fault. I don't know that any of them bowl us over as a great option, outside of continuing what we're currently doing. Am I wrong?"

Craig Reinsch said, "As we went through the data, I haven't gotten to costs yet, I was saving that part for last. One of the things to consider too, is that the City has benefitted from having the softening process and one of the things that came out of the pilot test is that both Timpte and Henningsen's, the largest water users in town, both noticed and talked about the trickle down costs that they have by not having soft water. So, having them bring that up and talk about what it would take for the City to continue to soften the water and achieve the other benefits from softening, which are having less different chemicals to be used and treating arsenic and manganese and having a process that they're used to. It looks like there are some opportunities moving forward to help pay for that and those industries see the benefit of adding that lime."

Mayor Zavodny said, "I think that I've raised that point before. If it's detrimental to businesses that we have in town, I think that needs to be a very important part of the consideration here because you want to talk about a ripple effect – this could affect our sales tax, affect our employment numbers and those kinds of things. We have to factor that into our equation whatever decision that we make going forward."

Mitch Ehmke of Henningsen Foods, Inc. said, "I am a project manager/maintenance manager for Henningsen Foods at this location and several others. Hearing everyone talk about it, I agree that hardness is not required, but in the last six months that we've done this prototype study, I have pictures of the damage that it has caused internally and the thousands of dollars that this company has invested trying to fix everything. I realize that there's a good plant out here, but the line that was installed in 2018, when we did a lot of modifications, boilers, softeners, r.o.'s, are detrimentally affected by that hardness. I have changed thousands of equipment, membranes, softeners, and boilers. I know that the cost is a lot to the City and I understand that. But, as a business, I can tell you that the cost is very high, because we are one of the largest users of water for this City. We've put a lot of money into David City already and now we're looking to put more money in hardness and trying to take the discoloration out of the water. I've got pictures here, just to give you an idea of what they look like and what they do to our boiler systems. Looking at numbers, I can tell you that this year alone, I've probably spent a hundred grand just trying to get things fixed and operational due to the hardness that is there now. When I first started, hardness was about 140 ppm and I've seen it over 400 ppm now. So, it causes us to stop production. We're running overtime to make up for these issues and I don't know what the City is going to do, but I do know that if we continue to operate, we have to make a huge investment in our plant to treat the water coming in."

Craig Reinsch said, "So, that kind of reiterates what we had talked about. For example, if we use Henningsen's cost of \$100,000 within a month or two to address hardness, and the City has spent, on average, \$50,000 per year utilizing lime, just as a cost, roughly, you can see how much of a benefit there is for the City to use lime. I'm looking at table 27, if you have the report with you on the pdf it is page 126 of 148 pages. (The report follows the minutes.) Before we do costs, one of the challenges that we've had recently, with the flooding and projects of this magnitude, contractors are busy and the bid prices are going up. So, I have increased the contingency to 5% to account for that. Those are the results that we saw before we saw COVID-19 and we're still not sure what those results are as information is forthcoming, so we're keeping the contingency higher at this time to help with that. In option one, we included the capital costs, contingencies and overhead and so the present worth of a new water treatment plant is anticipated to be about \$8.5 million dollars. Option two modified the existing water plant and is around \$4.8 million and a new water treatment process in the existing building is anticipated to be just over \$5 million. The water distribution system improvements, which includes five or six different projects, includes a cost of around \$4 million. So, we are talking about large financial contributions and impacts to the City. I did take that over 30 years at 3.5% interest rate, again with a little bit of a contingency and then each of those

costs are boiled down to an annual payment. The costs there were then divided by the number of connections to see what the monthly use fee increase with no industrial allocation or use of funding or grants would be and those costs range from \$13 to \$30. However, we know that the industrial use in town, based on the last few years of data, Henningsen's used twenty-five percent of the water. So, if we allocate twenty-five percent of the cost to Henningsen, then that drops those values to \$13 to \$23 per month for the increase. However, David City benefitted on their wastewater plant from some grants from USDA and USDA funding is harder to calculate, but the State revolving fund for projects of this type are typically in the 20% range for loan forgiveness. I did utilize that as a place to start, that's not a guarantee, but that is a potential that could benefit the City that I wanted to show on this calculation. That drops the capital cost in each of these scenarios to \$3.8 and to \$6.8 million dollars, which then drops those fees for the anticipated monthly use fee to \$10 to \$18. So, we have dropped seven dollars or twelve dollars with those different allocations of cost. So, if we look at just the cost basis, option two is the cheapest option, based on present work. Based on the additional chemicals that need to be added, we're anticipating with the operation and maintenance costs, between modifying the existing plant, or putting a different process, or different filters in the existing water plant, are going to be similar. The difference between the two is about \$250,000, between options two and three. Both of those could be considered by the City, if desired. Right now, the system is working, but a lot of the major equipment has to be replaced. That is the question. When will that fail and be irreparable? We don't know when that will be but, it is getting close to the end of its useful life."

Mayor Zavodny said, "There's a lot to digest here. The impact on our rate payers is something that we're going to have to consider here. I'm just going to throw this out there – whatever solution that we come up with needs soft water. Does anybody disagree with that? If our little pilot cost Henningsen's \$100,000, that was an expense pilot of them and that's probably not acceptable moving forward. Does everyone agree that whatever option we choose, it has to include soft water coming out? We can't have our solution cause more problems and then we add a whole bunch of water softeners to our City and then all of a sudden, we have a chloride problem at the wastewater plant that we just put a ton of money in. So, that doesn't make sense either. When you look at costs, depending on what that ends up being, even with the half cent sales tax, we don't have the money to remotely consider any option right now, and that needs to be part of figuring out how to do this. A new facility, just for discussion sake, because I'm not a huge fan of that, does that include land acquisition and a place to put it so that's on top of the \$8 million."

Craig Reinsch said, "So, we did look at the existing City property. There are some places that we think that we could shoehorn it in, but it will be tight."

Mayor Zavodny said, "The thing that scared me the most in the discussion on modification was that I don't want to stick a whole bunch of money into an old plant and then something fails and the whole thing doesn't work, with retrofitting the older stuff. I need a little more assurance that if we go with that option, that we're not going to stick \$3 million in and then things start breaking and it's nickel and diming us, although we're not talking nickels and dimes, as far as coinage, we're talking hundreds of thousands of dollars."

Craig Reinsch said, "Correct. One of the things that we did with this study is that we did have our structural engineer review the building and he did not see any major concerns with the structure itself."

Mayor Zavodny said, "What about the equipment? I think that the building is in pretty good shape. I'm not worried about the building. I'm worried about the guts."

Craig Reinsch said, "So, we are looking at replacing the clarifier guts. We are looking at replacing the filter, at least the media. We'll have to have a discussion of how much of the internals need to be replaced and we are looking at replacing the lime slaking system. Those are the three major processing components that need to be addressed. We'll add some chemical feed and some piping. A lot of that equipment, with the exception of those three, have been replaced in the last ten to fifteen years."

Mayor Zavodny said, "So, in choosing option two, we don't have any huge surprises right around the corner?"

Craig Reinsch said, "We never know, but we are anticipating that we are replacing the most expensive equipment and everything else seems to have been replaced in a timely manner."

Council member Trowbridge said, "Craig, how many communities in Nebraska use the same kind of system as ours?"

Craig Reinsch said, "I don't know all of the communities, but Falls City uses a very similar process to yours. They are similar in both size and capacity of the water plant. I was there in the fall and I asked them about their lime feed system and they said that they really don't have any problems with it. They don't have the same kind of struggles, for whatever reason, as the process here."

Council member Trowbridge said, "Could our struggles be a function of poor maintenance for a number of years?"

Craig Reinsch said, "Possibly. But then, the equipment is 40 years old. Now whether that equipment should have lasted 50 years, or 25 year or 35 years, the City has gotten their money out of that equipment, plus some. So, it's really time to replace it and move on, if that is the choice. With the USDA funding, the grant split is difficult to estimate because it includes a lot of variables. This kind of goes into the next phase. So, the whole purpose that this study was put together in this fashion was to allow the City to submit this report to the water/wastewater advisory, similar to what they did for the wastewater plant so that they could see what funding options were available before they made a commitment of whether to move forward or not. So, my recommendation to the Council would be to review the documents. The goal would be to have a final version ready to submit to the water/wastewater advisory committee next month and then we let the committee go through and review the project, review the recommendations, and then they would offer the City a potential funding package that would define what grants, what loan forgiveness, what interest rates were available. Then we could better refine those numbers as to what those rate impacts would be. This is always our recommendation when we put together a report of this magnitude, is to submit it to the funding agencies to see what the options are, moving forward."

Mayor Zavodny said, "Maybe I just don't understand part of number one, but if you have a new one, pressure filtration system, does that address softness?"

Craig Reinsch said, "It does not."

Mayor Zavodny said, "So, to me number one is a non-starter. I agree with Councilman Trowbridge, all I've ever heard is that the lime softening facilities just don't exist anywhere. Every time it comes up it's Falls City and us. I don't know how old theirs is. So, if you can't give us something that ends up with a final product of not hard water, I think that number one isn't an option. Am I alone in that thinking?"

Council member Trowbridge said, "No, you're not. I think we need a second opinion."

Mayor Zavodny said, "It's a lot of money for any of the options."

Discussion followed.

Craig Reinsch said, "The other thing to consider is that David City has wells that are over 400 feet deep. I anticipate that is much different than a town that is right next to the river. There's a lot of pumping costs and a lot of electrical horsepower on the wells. So, the challenge is that you need to find a more similar system. Blair is also another treatment facility that lime softens. Now, they have a large industrial user in Cargill, there in that facility, so they are quite a bit larger. The challenge is, forty years ago, or whenever the decision was made to put in that type of plant, it's rare for a community to change once they have soft water. That doesn't mean that it can't occur, but we have identified several challenges that the City would face if they changed from that treatment process."

Mayor Zavodny said, "Given the non-negotiables with us, I think that options one and three are off of the table to start because option three is to not feed lime and one is a new pressure filtration that doesn't address softness, so basically, what we've said is that we're not going to listen to Henningsen's if we choose one of those options and that's a non-starter with me. Our only option is number two and retooling what we have and keep putting lime in and getting the process down pat. We're not going to decide anything, necessarily, tonight. What we can do, if you want to move forward in having the plans submitted, or the other thing that we can do is with something of this magnitude, no offense to Olsson, but have another set of eyes look at it and consider that. We'd have to put it on a future agenda to put out an RFP to take a look at it."

Council member Trowbridge said, "Why don't we work with our friends at Henningsen's and the water industry, so to speak, and identify some goals as to grains of hardness that they can put up with. We need to know where we're headed. Then we can build from there."

Craig Reinsch said, "So, if the Council is interested in looking at the potential for different water, the first step to do is to identify some wells that are already in areas that you may consider and start sampling and start determining. We didn't include that with this study because we weren't sure that was what the Council wanted to do at the time. We could do some additional study and get permission to look at different water quality to see if there's something that you can find that would be a possibility."

Mayor Zavodny said, "I think that is consistent with what Councilman Trowbridge is saying. Let's see if that is something that can be put on the table is if we could find somewhere that arsenic is not an issue and maybe we wouldn't have to go as deep. We're not very far on some of our amounts that we need to have approved."

Council member Kobus made a motion to table the Water Treatment Plant study and recommendations. Council member Bruce Meysenburg seconded the motion. Voting AYE: Council members Kobus, Pat Meysenburg, Vandenberg, Bruce Meysenburg, Trowbridge and Hotovy. Voting NAY: None. The motion carried.

City Administrator Clayton Keller stated that Brian Kozisek had approached him regarding the sidewalk placement at their house. He stated that Kozisek was asking for a 12" variance to

save the walnut trees. The south side of the sidewalk would line up with the neighboring sidewalk but then there would be a jog in the sidewalk.

Building Inspector Ray Sueper stated that if you grant their variance then everyone will want to do it.

Council member Kobus made a motion to instruct Brian & Mistyn Kozisek to install their sidewalk at 324 N 14th Street in the required location. Council member Pat Meysenburg seconded the motion. Voting AYE: Council members Kobus, Bruce Meysenburg, Pat Meysenburg, Vandenberg, Hotovy and Trowbridge. Voting NAY: None. The motion carried.

Mayor Zavodny asked David City Ball Association President Kory Kuhlman where we were at with the ball program. He stated that he would have some things to add later about what surrounding communities were doing.

David City Ball Association President Kory Kuhlman said, "After the last meeting, which I thought was a good meeting, we had plenty of meetings, many conversations and discussions. After all of the discussions, the David City Ball Association opted out of all leagues. So, there's not going to be any traveling, we're not going to host any games. That was the plan and at that point, we were good with that. So, then we shifted our focus to potentially having something, to have the opportunity to practice and to do some things out at the facility. So, we did a lot of calling parents to see what kind of feedback we were going to get. Probably 90% of our parents were on board with sticking with that plan. They didn't have questions about the cost of doing that. We did have some that opted out, solely based on the virus itself. We didn't really hear anything about not having games. So, from the parent's standpoint, obviously, we had a lot of good feedback. As far as the ball association and some of the coaches, I'm not sure that it's as good of a consensus as that. We still have questions about the guidelines and the licensing, the liability, the insurance and the restrooms. Those are all hurdles that, as we've talked before, I don't think they're impossible, but they've become very challenging and then it always becomes a question of whether we have the manpower to put that in place and then give everybody a good experience that we can all feel good about."

Mayor Zavodny said, "From what we've learned from some other communities, we are very consistent with what others are doing. Stromsburg feels that they're going to play and they'll take on all comers. Milford isn't having games. Seward isn't having their big tournament and they are handling the games the same way. So, everyone is having the same discussions. This thing is about to turn into the wild west, which doesn't thrill me come June 1st. I do not believe for a second that the way that the restrictions and guidelines are written now, that anybody can follow them. In thinking about this over the last two weeks, I think we are on the right track. I think that we can open them up to practices. I guess what I want to be sure, are teams wanting to scrimmage then just among the people here? See, I think that's where the modification kind of stretches our comfort level."

Council member Kobus said, "Do we, as a City, have to be that involved? Can't we just turn it over to the Ball Association and if they can make it work, they make it work?"

Mayor Zavodny said, "I would like to say that that would be a great solution, but when people sue people, they go to the deep pockets and they will say it's a City owned facility and they could say that they got COVID because they played ball and they didn't wipe down the bat after

every use or whatever, or they didn't follow the restricted guidelines. All of a sudden, people are pointing the finger and saying who is to blame. I wish it was easier."

Council member Bruce Meysenburg said, "The liability has to be an issue."

Council member Kobus said, "And who wants to do that? I don't think the City does."

Mayor Zavodny said, "City Attorney Egr, what is your opinion on this?"

City Attorney Jim Egr said, "We participated in two, two-hour conference calls that were sponsored by the League of Nebraska Municipalities. Through separate counsel with Klein, Williams, they put together suggested agreements and we submitted those and I think that the Ball Association took a look at those, and we feel that we've got put together agreements as well as participants agreements that would give us protection. It's not going to stop anyone from suing if something comes about, but what's put together is called a license agreement with the Ball Association. So, we feel that after all of the discussions, that this is put together as tight as you can put it to minimize lawsuits and give a firewall to the City. It would also give a firewall to the Ball Association. There's also a participant's agreement and release. We added on, this afternoon, an extra couple of words that would give protection to the Ball Association. If the participant is under 17 years of age, their parent or guardian would have to sign that says that they release not only the City of David City, but they also release anybody else who is involved in any kind of ball program and the Ball Association from any and all liability. That goes on to anybody else who may come as a spectator or after ball practice, and they go home and hug grandpa and grandpa gets the virus, they can't come back on the City."

Council member Trowbridge said, "What is the mindset of our insurance carrier on protecting us when that lawsuit comes?"

City Attorney Egr said, "There's no insurance carrier that's going to pay a COVID-19 claim."

Mayor Zavodny said, "There isn't a single community that feels really comfortable about what the rules are, that they're being asked to comply with."

City Attorney Egr said, "Something that I need to tell the Council, you're going to have to prepare for it, the governor is expanding and we don't know what is going to come about. We're probably looking at this thing expanding to having a license agreement with Aquinas and David City Public for football season. The concession stand for both schools is going to be a nightmare. The restrooms are going to be more than a nightmare. Both schools have brats and hamburgers that they sell outside of the concession stand and that is going to be a bigger nightmare."

Mayor Zavodny said, "What does this look like for you?"

David City Ball Association President Kory Kuhlman said, "So, again, every night, in theory, we can have a practice. We thought about having practice from 5:30 to 7:00 p.m. and check out helmets for people that might need them and in between 7:00 and 7:30 p.m. we would disinfect. Eric DeWispelare, who works at the hospital, said that he could get us spray type stuff that anybody could use, but the question then becomes is it Monday, Tuesday, Wednesday, Thursday, Friday, Saturday morning? What does that schedule look like? We talked about it at our last meeting. I'm not going to do it every night. I don't have that time. We certainly don't have the structure of the for profit that we can pay people to be there and follow these guidelines. So, we have questions about that. We pay someone to be there through the summer during regular times but I think that's asking

a lot of one person to do that function. So, I know that parents and coaches feel like that can happen, but I'd love to see it."

Mayor Zavodny said, "Let me talk about logistics a little bit. If we don't have any kind of formalized program, you still have some expenses, how do you cover those without the paid registrations? You don't want to go really far in the hole here, trying to keep up with all of these additional requirements and if they're not going to get to play games, you know, they are basically playing like they are camps all summer to work on skills of the game. If they want to get games in Stromsburg and drive over and play them, there's probably not much that we can do about that. From our standpoint, do we just say, we'll open up the fields and use at your own risk and stay out of the disinfecting game so we're not held responsible?"

David City Ball Association President Kory Kuhlman said, "I know that there are communities that are doing that. There is some comfort, on my part, to have that."

Mayor Zavodny said, "The first argument in court is going to be that they didn't follow the protocol to the letter which allowed the opportunity to catch the virus."

Council member Trowbridge said, "The requirements coming from the State, in my estimation, and I sat through that thing this morning, are unconscionably broad language, that everyone is encouraged to have their own equipment, if at all possible. That window is about eight feet wide. So, my suggestion is that we do the license with the ball association and we completely "wash our hands of it" at that point in time. We don't look over their shoulder. There is no enforcement provision. Who is the enforcer of the rules? It isn't the State. Is it the City and do you want it to be the City?"

Mayor Zavodny said, "No. I don't want anything to do with that. Directed Health Measures do have some enforceable components to them. But who is going to enforce them?"

Council member Trowbridge said, "And I think whoever enforces then starts assuming liability. When this all goes to hell, that's where they are going to look."

David City Ball Association President Kory Kuhlman said, "It's very difficult, I'll tell you. There isn't a consensus among the board members that would want any part of this. I can tell you that. So, the parents said keep the registration fee and let us go out and have practices. They would 100% support that. As a parent, I understand that. As the ball association and with the City, I think that we mutually see this thing as a little bit different. That's where it gets a little bit stickier."

Mayor Zavodny said, "I like the idea of just saying on June 1st, if the State allows it, you can use it, but we wash our hands of it."

David City Ball Association President Kory Kuhlman said, "So, the concern isn't necessarily that it falls in the administration of the day to day. I've said, the virus doesn't scare me, people do."

Council member Hotovy made a motion to allow the David City Ball Association to proceed with the ball program during the COVID-19 pandemic with the notation that the City is not responsible for the program. Council member Trowbridge seconded the motion. Voting AYE: Council members Hotovy, Trowbridge, Bruce Meysenburg, Vandenberg, Pat Meysenburg and Kobus. Voting NAY: None. The motion carried.

Council member Hotovy made a motion to re-appoint Mary Havlovic, Gary Kroesing and Jim Masek, each to service an additional 3-year term (June, 2020 – May 31, 2023) on the Board of Zoning Adjustment. Council member Vandenberg seconded the motion. Voting AYE: Council members Kobus, Bruce Meysenburg, Hotovy, Vandenberg and Pat Meysenburg. Voting NAY: Council member Trowbridge. The motion carried.

Mayor Zavodny stated that the next item on the agenda was discussion/consideration of the sheriff contract negotiations.

Mayor Zavodny said, "Tonight what I want to do is just have a discussion and start the process. I think, based on what I gathered from this, the first one was signed in 2016 and so, what we would need to do is sit down and talk about it. There are a few tweaks that I'd like to see made but we probably need a small committee and meet with a small committee from the county and start, at least, the talks, if we want to continue contracting."

Council member Trowbridge said, "I agree that it need a review. It needs some restructure. It needs to form a partnership, because there isn't one. I don't recall, in the four years that I've been on this City Council, that we've had a meeting with the County Board or any of the Supervisors relative to this agreement. The communication has been poor, if any, during that four-year time between the Sheriff's office and the City, as to what do we want, what do we get and what are we going to do. There's a lot of what we're not going to do's and we need to reopen this, as you're doing this evening. Are the other questions abound, are we getting what we pay for? We're paying in the neighborhood of, we're bumping \$300,000 a year, with a vehicle every other year. Are we getting \$300,000 worth of good out of it? I don't know. I don't want, again, to promote growth in a community that doesn't have law enforcement, because I don't believe that a young family is going to wrap their arms around that either. But we need to be careful how we spend our money."

Council member Kobus said, "I'd like to know exactly what the law enforcement is supposed to do for Butler County, each town, if we're not in anything. What is their requirement?"

Council member Trowbridge said, "Great question, Tom! I'd like to hear an answer to that. What is our expectation if we don't pay anything extra?"

Council member Kobus said, "I don't know how that works, but I know that we should be protected, regardless."

Mayor Zavodny said, "I'm going to take a stab at this. I'll give Tom some time to talk about it, too, if he wants to. The ordinances have always been a question, that you wouldn't get those enforced, if we didn't have any kind of agreement. The law is, the Sheriff has to protect the County. Part of, when we did this agreement and did away with the Police was providing some additional revenue so that they could add three more deputies, at that time, so our coverage would be more of what was in line with what people expected. Some tweaks that I'd like to look at is just put a flat dollar amount to go toward a vehicle instead of the cost of a vehicle, say it's \$35,000, maybe every three years. We have citizens who are at one end of the spectrum or the other. Some are saying, "why are you contracting at all, they are required, by law, to protect us. Are you willing to trade off response times and the size of the force to meet the needs of a 3,000-person community and I think there's a balance, and Councilman Trowbridge touched on it? Who is going to want to move here without some understanding of what law enforcement is going to look like, especially raising small children here? So, there's value, certainly, in good law enforcement, and that's something that we

have a responsibility to provide for our citizens. Tom, from your end, how do you think the agreement has gone?"

Sheriff Tom Dion said, "I believe that the agreement is working well over the last four years. Can there be some tweaking on it? Possibly. That's up to the Council and the Board of Supervisors."

Council member Kobus said, "I don't think it would be the Board of Supervisors. I think it would be the City – period. The County doesn't have anything to do with our contract."

City Administrator Clayton Keller said, "They approve it, don't they?"

Council member Kobus said, "Well, yeah, they approve it, but it's our contract."

City Administrator Clayton Keller said, "With them – so both parties would have to approve it."

Council member Pat Meysenburg said, "Yes. We have to negotiate."

Mayor Zavodny said, "Do you know of any concerns that the Board of Supervisors have with the agreement, as it is?"

Sheriff Dion said, "I haven't heard any concerns."

Mayor Zavodny said, "I did have a person, I will call them a citizen, they may or may not hold an office, who came to talk to me recently and said, "you know, now that we're starting to look at this, what is the enforcement like and that kind of thing." I think that one thing that we really can improve on, and you've come here and listened to us say – are we running traffic enough, are we getting the ordinances taken care of, what about the unlicensed vehicles? So, I think that one of the things that I hear from time to time is how quickly we address some of the vehicles and I understand that is not the only thing that you have to do. It's a challenge of meeting expectations when one guy says, "if you get to it in the next month, that's fine" and other people "why wasn't it done yesterday". Have you been pretty fully staffed? I know that was an issue for a while."

Sheriff Dion said, "Yes. We are fully staffed. It was an issue for a long time. Within the last few months, we hired our last deputy and so we are fully staffed."

Mayor Zavodny said, "I know that was something that came up because we thought that we were paying to get to ten and there was a long time that it wasn't at ten. That's just being transparent."

Council member Pat Meysenburg said, "So, what is the responsibility of the Sheriff's office when it comes to abandoned vehicles?"

Council member Kobus said, "What is the responsibility of the Sheriff's office if we didn't have a contract? What would we lose as a City?"

Sheriff Dion said, "Response time."

Council member Kobus said, "Response time as far as....?"

Sheriff Dion said, "If we were to lose this contract, we would lose deputies."

Council member Kobus said, "But you'd always have somebody here."

Sheriff Dion said, "No. I'm not going to answer no, that we won't ever have anybody here. I have one deputy assigned to David City, 24-7. There's always somebody in town. The other two deputies will be out in the county until an emergency occurs and then we will have all three deputies go to that call. I would be on-call and I would come out to cover the City, at that point."

Mayor Zavodny said, "We don't have a patrol officer assigned here, do we? I don't even know. Do we have a State Patrol officer assigned here? Where do you get back up?"

Sheriff Dion said, "Assigned here, no. We do have a State Patrolman that lives here with the K-9 unit, but he's not assigned here."

Mayor Zavodny said, "So, if you need backup, would he come and help?"

Sheriff Dion said, "It depends on if he was in the area. There's times when there is not a State Patrolman around."

Mayor Zavodny said, "Where does the nearest one come from?"

Sheriff Dion said, "Possibly, the interstate."

Mayor Zavodny said, "Ok. So, if you put out a call for help, you'd be waiting a half hour for someone? You guys would be responding, but to get help."

Sheriff Dion said, "We would be responding."

Mayor Zavodny said, "I'm just trying to get a good feel for what is all available to us."

Sheriff Dion said, "We do have an agreement with other counties around, that if we do need assistance, their deputies can come down, but we are not their priority."

Mayor Zavodny said, "I understand. It's like a mutual aid type thing."

Sheriff Dion said, "Exactly."

Council member Bruce Meysenburg, "Does anybody know how many other towns have the same type of scenario where the Sheriff covers instead of having a City Police, of about our size?"

Sheriff Dion said, "There are several in Platte County that do that. I don't know the exact amount. I do know that there are a lot of community's that are doing away with the Police Dept. and contracting with the counties."

Council member Bruce Meysenburg, "And they basically have the same type of agreement?"

Sheriff Dion said, "Yes."

Mayor Zavodny said, "You know, I think that this is the perfect opportunity. You have Sheriff Dion here. As we're starting the process of looking at this agreement, and what the next one might look like, this is a good opportunity to say "you know, we've had some experience with this now, here's something that we'd like to see done better, or that would bring more value to us in this agreement." What would those things be?"

Council member Trowbridge said, "One would be arbitration, of some sort. If there is a significant disagreement between the two parties, the City and the County, the current agreement says that the County is always right. I have just choked on that one since the day it was signed, because the County isn't always right. I would like to see better balance, that way, whether we have to go to arbitration, or whether we flip a coin, or what we do. I don't think that we can abide by "the County is always right". I think that we have an opportunity to build a better process as we go into this next generation of agreement. This one, and I sat through some ugly police times, this one, I believe, has been better than we had. I will say that. It hasn't been perfect, but it's better than we've had. I don't know how many of you go to sit on the City Council when we were trying to run a police department. It wasn't a lot of fun; I'll tell you that. I certainly don't want to go back that way and I don't think we can afford to go back that way. I think we can work with what we've got and come out with a better product and communication, I believe, will be one of the issues to make it a better product."

Council member Kobus said, "Have you ever sat down, Tom, and figured out how that money is spent? We've got three deputies that are supposed to be here."

Sheriff Dion said, "Three deputies salaries and, of course, the insurance and the benefits, one patrol car – every other year, and in the contract, if I remember right, of course it was set sometime ago, and the budget that was set at that time was well below what the cars are going for now. So, that is something that we can look at but I can't negotiate myself."

Mayor Zavodny said, "We probably need to get on the County Board's agenda to see if they want to appoint a committee to do that. Do we have a couple people that would like to represent us and talk to the County Board and whatever committee that they come up with?"

Council member Kobus and Trowbridge volunteered to negotiate the Sheriff's contract with the County Board. City Administrator Clayton Keller asked if he could sit in on those negotiations as well and Mayor Zavodny stated that would be a good idea.

Mayor Zavodny stated that the next agenda item was discussion/consideration concerning the downtown lighting (installed for the Hallmark visit).

Mayor Zavodny said, "The event was great. Councilman Trowbridge and I had a discussion, three or four months ago, that we need to do this the right way, as far as, maybe a cable system or something and hard wiring into our system somehow so that we don't have the scenario where the State is going to make us take them down every year and store them. That doesn't even make sense. I think they added a lot to our Christmas decorations. There was a significant investment made to get it done and it was done in a very short amount of time and probably not the ideal time to get adhesive to work, because, if you remember right, just like a Hallmark movie, we don't usually have snow around Halloween."

Vinny Bittinger of Magical Light of Malcolm was present to speak with the Council.

Vinny Bittinger said, "My name is Vinny Bittinger and I'm the owner of Magical Lights, the company that was contacted and contracted to put up those lights for that event and we're here not to kind of help you guys to try to make this a permanent addition to the city. As to the question of how many of them have come down and how many of them are still up – I would say that somewhere around 40-50% of them are back up and still holding. The problem, primarily, with what did come down in November and December, was the struggle of weather and the amount of time that we had to try to accomplish this."

Council member Trowbridge said, "Vinny, with the amount of time that you had to accomplish this, you did a wonderful job. I've never seen this community look nicer! I've never heard comments from people driving through that said it looks like the city of lights, it's really, really pretty. That was when Alan and I had some visits that 365 days a year. During a visit with you, you indicated that it was not a significant use of electricity. It wasn't beyond affordable."

Vinny Bittinger said, "Absolutely. I would agree with that completely. The number of lights that you would be having is decent enough to where it could absolutely be calculated, but I'll tell you that these LED bulbs pull such a tiny amount of wattage that to say that's we're going to budget this or whatnot, is really an insignificant number. A cold weekend is going to have a bigger effect on your ending bills than what this will."

Mayor Zavodny said, "I think what we're looking at is almost considering it line loss. We learned that when we changed out our Christmas decorations, our operating cost- the bottom fell out of it. It went to almost nothing compared to what we were paying to light the old-style technology. We don't have really great first-hand knowledge of what agreement was initially put into place or who was making those decisions. So, the question is, what would be a good system for us to consider doing and how would we go about doing that and what would the cost be?"

Vinny Bittinger said, "You kind of have two options. I can give you the pro's and con's and a recommendation, but in the end that is what my job is- is to provide those options. Option one would be like what Seward did – the cable system. That's the first one that I bring up, not that it's better or worse than the other option, it's what you've already talked about. That system is structural, meaning, you have eyelets, you have a steel cable system and that will have to be put in by a contractor that is certified to do that type of work. But, because it's structural, it will last virtually, forever. The downside that I see, in my opinion, to a system like that, is the amount of time that is involved in that and a lot of your buildings, having so many different owners, and if one owner chooses not to participate, they could say their building is old, and that's the case with a lot of these buildings, they don't want that cable. That makes things difficult because you're going to have lights across some distance and then it's going to stop and then it's going to pick back up and the look of that, because the cable system is going to last forever, the downside is that it's intrusive. It's going to require drilling into the face of the structures. It's a significant process. The other option is to continue what we've done with the adhesive. The main reason that things failed previously was that the time frame that we were given between when we were first contacted and the completion date was why we first responded that we were not interested. Getting the roofline done in that short of time was just impossible, because one, you have the challenges of the electricity and all of that other stuff and also, every roof surface is different. You don't know what you have until you get up there and in fifty buildings, we probably found thirty different roof types. The main ones that have failed are a type of spray on weatherproof roofing, which is specifically designed to repel, basically, everything. That's what it's designed to do. So, us trying to put an adhesive on it is a challenge. However, we have found a type of adhesive that, although expensive, is showing optimism, that it has held. We've done some tests and we came back in the winter months, in December, and we did some re-adhesive and we tried some different types. It's

been very optimistic in its ability to hold, but because that roof surface is specifically designed to repel that kind of stuff, I can't offer you any kind of guarantee that it's going to last you five years or ten years. I couldn't tell you. It could last twenty years for all I know or it could last a month. I really couldn't offer you any type of guarantee on that because of that roof surface. The buildings that are up right now, that are still holding very well, are more of your modern buildings that have a tin fascia and flashing or a concrete masonry top. Those type of surfaces are more porous and better for adhesive to stick to. So, that's about the details of the options."

Mayor Zavodny said, "So, one step that we certainly need to take is starting the discussion with the owners of the businesses downtown and say that we have a couple of options and we'd like to make this permanent. I really do look at this as an investment because, forget the good will and good feelings that people have, people spent money when they came and it looked really good. You couldn't buy the amount of coverage that we got."

Council member Hotovy said, "I'm with Skip on the number of compliments that we got. It was pretty cool to be a part of."

Mayor Zavodny said, "It was beautiful and it was well done. I think, not to be the Debby downer here but, I think that it's incumbent upon us not to screw this up. So, how do we figure out how to maintain it."

Council member Hotovy said, "I think the first thing to do would be to talk to the business owners and see if we could do a permanent solution."

Council member Kobus said, "Where does the power come from now that lights the whole thing? The City?"

Mayor Zavodny said, "I don't know for sure. I think that it's a hodgepodge of things."

Vinny Bittinger said, "I would agree with that. It's been a little bit of everything. I'm unbelievably amazed at Vandenberg Electric, the way that they accomplished it the way that they did in that timeframe. They were able to get, Cory could tell you more, some from power poles, some from the lamp poles and some from power pole in alley ways. It was a little bit of everything."

Council member Kobus said, "So, it was professionally hooked up?"

Vinny Bittinger said, "Yes. Your power supply all comes from Vandenberg Electric. They did all of that. My professional license is purely from a decorative standpoint."

Council member Kobus said, "So, would you know what it would cost to fix our system up now? The 50% that is down?"

Vinny Bittinger said, "That's exactly the role that I'm here to play. To put those lights back up, for a permanent solution, that's what my role would be. The electrical that was provided and done by other contractors, that would be on them."

Mayor Zavodny said, "We're going to have to factor that in because it was done quickly. Our City crews deserve a lot of credit too. They worked hand in hand with Cory to get it done."

Council member Hotovy said, "Maybe if they could do it in a longer timeframe, they could have done it more consistently with each building, where they are drawing power from. Maybe they could figure out a more consistent source."

Mayor Zavodny said, "We'd have to put a box there and hardwire it in as opposed to extension cords. You can't have extension cords."

Council member Kobus said, "It would probably be better for the City to just take this on and forget the customers because they're going to argue..."

Mayor Zavodny said, "But, they have the last say on what goes on their building. If it's not a cost to them, basically, they are saying we'll let you modify our building because we see the bigger picture and no one wants that one building where it's dark."

Vinny Bittinger said, "I think in the professional opinion of what I've seen, what's ultimately going to happen is that one building that doesn't want to participate, when they see that everyone else did and they were the scrooge that looked weird, they're going to come at you later and say, ok, go ahead. Now it's after the fact."

Mayor Zavodny said, "Especially if you're doing the cable system."

Vinny Bittinger said, "Yes. You're making significant changes and that could incur additional costs for the City."

Mayor Zavodny said, "Is there anything else for us to think about?"

Vinny Bittinger said, "There are a couple of other things that need to be brought up at the time that we're discussing this. One is that the product that the City owns, which is your garland and things like that that were purchased to go on the lamp poles and all of those type of things, currently I am in possession of those things. I'm happy to store them, for the time being, that does need to come back into the possession of the City. We do have a partial outstanding bill which is not a concern of mine. It was an agreement that I had with Kelcie. I was happy to let that stay, that portion, because we wanted to show a sign of good will from our company to you guys that we are still going to be here to help you. We're not trying to walk away or anything. We're still here to provide any help that we can possibly provide. So, the garland will need to get back to you guys. As well as, you guys also have the large tree that was in the courthouse parking lot. Ultimately, you build a Christmas committee or whatever happens on that, our company has taken on contract work that is different, it's a larger scope and we are not going to be available to continue, moving forward to work with the City. That's regrettable but we're going down a different pathway. So, we'll need to work with that Christmas committee or City employees, whoever it's going to be. We will work with you guys on how to build that tree and how to put it back up, year after year. I'll provide all of the crates that we built to store that stuff. That will all be yours now. Whatever gets decided on this and whatever role that we can play in this, unfortunately, have to continue to move quickly on it. Our contract work will kick in as soon as the fall hits. So, we have to put a deadline of say, September 1st, approximately. After September 1st you, unfortunately, can't have my help much anymore. We had planned, about a month ago, we had equipment rented and we were fully prepared that we were coming out that week and we were going to put the lights back up with the new adhesive and the other things that we had found. We were going to make the attempt to finish it off and we were told to wait because this meeting was going to happen. That was about a month ago. Unfortunately, we heard that Kelcie resigned after she told us that and, here we are today. So, we're glad that this is moving forward still."

Mayor Zavodny said, "How much is left still owed to you? I understand that there is some money still available. I did some checking. The Butler County Area Foundation had earmarked some and the lighting committee, although I'm not completely sure who that is."

Vinny Bittinger said, "Our outstanding amount is \$2,500. Like I said, that is not something that the City or the Christmas committee or anything wasn't paying us. We made the agreement with Kelcie that they could hold onto that portion until everything is finalized."

Mayor Zavodny said, "That needs to get taken care of."

Council member Kobus said, "So, how much would it cost to put it back up with the adhesive to get them to light again?"

Vinny Bittinger said, "I couldn't give you a number right now. Honestly, the significant cost is the string of lights, the bulbs, and those costs have been accrued. So, those costs are done. That's your significant stuff. The lights that have fallen down, I'm also in possession of those. So, those major costs are accrued. Any additional costs in the big picture of things would be minor."

Mayor Zavodny said, "So, when you were paid originally, were you paid by that committee or did Hallmark give you some?"

Vinny Bittinger said, "It was a combination. Hallmark had dedicated \$15,000 that they were bringing on and that's where we started. That essentially covered the product and gave us enough to say that we're going forward and we got started. The rest was paid later on based on fundraising, from my understanding."

Mayor Zavodny said, "You know, the funny thing is that people talk about is Christmas in July and we're talking about it in May, but we need to get moving pretty quickly if September 1st is your deadline. I like the cable system, if people would go for it. We need to get with our downtown building owners and find out what they are willing to do and get going on it."

Vinny Bittinger said, "If you decide to go that route, you can stay in contact with me as much as you want, as far as pros and cons of that or whatever. Like I said, I'm here to help you in any way that I can. That would, obviously, need to move pretty quickly, to be able to get our help with it. If you decide to go the adhesive route, we would like to get rolling on that ASAP."

Council member Trowbridge said, "I would like to see us develop a consult relationship with Vinny's company that they could possibly be in charge of helping our electric department what needs to be done and how it should be done."

Vinny Bittinger said, "I can tell you that I'm not opposed to that in any way. I'm totally fine with that. We have that existing relationship with Seward. We work closely with their electric department. All of the garland that they have on their lamp posts, they purchased through us. I worked with their City department on how to correctly put those up. So, their electric department works with me already, so that's a relationship that would be great."

Council member Trowbridge said, "Is our vision doable between now and the September/October time frame?"

Vinny Bittinger said, "To do it with an adhesive process, I would say absolutely no problem. To do it with a cabling system, that's tough."

Mayor Zavodny said, "That's going to take getting a contractor and engineering a little more."

Vinny Bittinger said, "Yes. That's going to take a lot of work because that's a lot of stuff, from your standpoint, but...."

Council member Pat Meysenburg said, "I think we'd be better off letting him do it with the adhesive."

Mayor Zavodny said, "But, you look at money today, versus if you never have to do it again, are you saving? I don't know. Do those companies exist? What do they go through, an eyelet?"

Vinny Bittinger said, "For the cabling system? The light strands that we currently have, although if the cabling system had been the design from day one, I would have purchased a different type of light strand. But what we currently have, will still work just fine. It may mean that you get ten years out of it instead of twenty years but again, that's a hypothetical. But, again, you're not going to have to repurchase strings. That stuff is there, no matter which way we go."

Mayor Zavodny said, "I find that very helpful. Thank you for coming to the meeting tonight. We need to get to work on that, maybe even starting tomorrow."

Mayor Zavodny stated that the next agenda item was the discussion/consideration of guidelines regarding the COVID-19 pandemic.

Mayor Zavodny said, "I can go quickly on this. I am on our Four Corners Health Department calls, twice a week with the command unit and once a week with just the county businesses. They've gone to 25% capacity with some pools but concession stands have been all over the place. With the pool limit and practicing the social distancing, no one knows how they are going to do that. Seward came up with the idea that they could just limit it to Seward residents, but their attorney said that they couldn't do that. It's a public pool. Lincoln opened five or is talking about opening five. There is still some confusion about the date that they're going to be allowed to open and what the additional requirements are going to be. So, while I wasn't doing cartwheels when we decided not to have our pool open this year, I think that it ended up probably being the right idea. Some others are not opening, York is still pondering. You would be open such a short period of time that it's hard to justify the cost. What we're going to try to do is to do some maintenance and make sure that everything runs. So, other communities are having the same problems that we are. I would say that, as of June 1st, since it's outside, go ahead and take down our barriers to the playground equipment. I have had moms chewing me out over that and I'm sure you've all had that. Now, the question is do you want to put up "Use at your own risk" signs?"

City Attorney said, "Definitely."

Mayor Zavodny said, "I think we can open that up as of June 1st and let people use the equipment. Milford was going to put up a sign that said "We are not disinfecting this – use at your own risk". Some kind of disclaimer to allow that to open. I still think on the library that we're going down the right path. I know people are upset about this too, but how do you clean the computer lab? Computers don't take disinfecting very well. You're going to end up ruining them. So, I think, for the time being, we leave that still shut down, and probably the children's programs for at least a

while yet. I think that the most responsible position that we can take is, everything kind of relaxes on June 1st, let's see what happens on June 15th, maybe the third week of June or towards the end, and figure out if we want to do anything else. Our numbers have been good very recently and part of the reason that we've done pretty well is that people have followed the rules fairly well. Our cases are employees coming from different communities and maybe not adhering to the large group type of activities. We went from zero to forty-five cases pretty quickly, the only good news we've had is that we haven't had a single death yet. We need to do everything within our power to still, continue to protect our most vulnerable. That's our responsibility. The rest of it, we're headed toward herd immunity, at some point or we're one day closer to a vaccine or a treatment that will be effective, but we're not there yet. That's my update. Is there anything else that we need to talk about? I like the idea of opening the City Office when restaurants can go to full capacity. Has anybody been getting complaints on the City Office being closed?"

Council member Pat Meysenburg said, "Well, they are going to open the courthouse back up."

Mayor Zavodny said, "By appointment only. That's what the other counties are kind of doing"

City Administrator Clayton Keller said, "We are largely the same. If someone calls ahead and lets us know that they are coming, we meet them at the door and work with them in that way. Or if it's something that they can put in the drop box, then we have them utilize that."

Mayor Zavodny said, "The DMV isn't coming out for a while yet."

Council member Pat Meysenburg said, "The Columbus DMV is open. Governor Ricketts said that they could all open up now."

City Administrator Clayton Keller said, "So, for the City employees, we met this morning, as department heads, and decided that we could have all of the employees come back to work at their regular schedules as long as they wore their masks and gloves or sanitation and use all of the proper protocols. We'll keep our offices closed to the public until the Council decides to open up those doors."

Mayor Zavodny said, "Are we going to require mask wearing of our employees? Right now, it's a recommendation."

City Administrator Clayton Keller said, "It's been a strong recommendation. We have given them now, three different sets of masks."

Mayor Zavodny said, "I was just going to ask what is our stockpile of PPE."

City Administrator Clayton Keller said, "So, we just got another delivery of 50 masks today."

Mayor Zavodny said, "Gloves?"

City Administrator Clayton Keller said, "We don't have gloves, but I believe that they are on their way."

Mayor Zavodny said, "We don't use any gowns for anything."

City Administrator Clayton Keller said, “No. I did order those infrared thermometers from the State, so hopefully those will come sometime within the next couple of weeks with the gloves.”

Mayor Zavodny said, “Those will be a good idea to have. The other thing that we need to emphasize is that if you don’t feel well – don’t come to work. If our employees can distance as much as they can, and don’t come to work if they’re sick, then that’s the biggest things.”

City Attorney Jim Egr said, “The other thing is that we’re probably going to need to have an addendum to the lease with the golf course.”

Mayor Zavodny said, “We’ll move forward with those plans for now, and we’ll revisit things as the summer progresses and see where we are at.”

Council member Trowbridge introduced Resolution No. 17 – 2020 regarding the use of the Municipal Ballfields for youth baseball and softball and moved for its passage and adoption. Council member Pat Meysenburg seconded the motion. Voting AYE: Council members Trowbridge, Hotovy, Bruce Meysenburg, Vandenberg, Pat Meysenburg, and Kobus. Voting NAY: None. The motion carried and Resolution No. 17-2020 was passed and adopted as follows:

RESOLUTION NO. 17 - 2020

Resolution of the City Council of David City Regarding Use of Municipal Property for Youth Baseball and Softball

A Resolution of the City of David City, Nebraska, Licensing of the David City Ball Fields to the David City Ball Association with due consideration regarding the Risk of Exposure to COVID-19 Through the Use of Municipal Property for Youth Baseball and Softball.

Recitals

WHEREAS, the novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization, is extremely contagious, and is believed to spread mainly from person-to-person contact;

WHEREAS, on March 13, 2020, the Governor of the State of Nebraska declared a state of emergency related to COVID-19 within the entire State of Nebraska, and this state of emergency remains in effect;

WHEREAS, directed health measures are in effect for every County in the State of Nebraska through May 31, 2020, and are likely to be extended by the Governor in some form for most or all Counties after May 31, 2020;

WHEREAS, on May 11, 2020, the Governor announced that the directed health measure prohibiting all organized team sports, youth and adult, would be relaxed by the State of Nebraska beginning June 1, 2020, in order to permit the planned reopening of certain youth sports, specifically baseball and softball;

WHEREAS, a copy of the Youth Sports Reopening Guidelines dated May 11, 2020, are attached to this Resolution and incorporated herein as part of these Recitals;

WHEREAS, players, coaches, officials, and others who participate in baseball and softball games, practices, and related activities, and spectators who attend such activities risk the dangers of illness, disease, medical complications, injury or death, caused by or related to COVID-19, by voluntarily entering the grounds on which such activities take place, by watching such activities, and by participating or authorizing the participation of a minor, in baseball or softball games, practices, or related activities; and

WHEREAS, it is the intent of City of David City to authorize and empower the Mayor of the City of David City, on behalf of the City, to execute a License Agreement with the David City Ball Association, a copy of which is attached hereto, licensing the David City Ball Association to permit youth baseball and softball practice only, and no games, at the municipal fields, and not allowing use of concessions or bleachers/stands on municipal property, but specifically allowing the use of one restroom, all in accordance with the directed health measures and other laws and guidance issued by the State of Nebraska, including the Youth Sports Reopening Guidelines dated May 11, 2020, and such further laws and guidance that may be issued in the future, provided that every individual, organization, or group sponsoring such activities, and all participants and spectators, fully assume the health risks associated with these activities, including the inherent risk now present in any such activities as a result of the presence of COVID-19 in the State of Nebraska, and provided that participants in such activities sign an agreement that releases the City of David City, its elected and appointed officials and employees, the David City Ball Association, and all other participants in youth baseball and softball from liability associated with exposure to COVID-19 in the course of such activities.

NOW, THEREFORE, BE IT RESOLVED by the City of David City that the License and Management Agreement with the David City Ball Association which authorizes youth baseball and softball practice only, no games, a true copy of which is attached hereto, is hereby approved in all things, and the Mayor is authorized and empowered to execute the same.

BE IT FURTHER RESOLVED that, in order to enter the practice fields or other facilities of the City of David City to participate in baseball or softball practices or related activities, all players, coaches, officials and other participants must sign the agreement titled COVID-19: Youth Baseball and Softball Participants Agreement in substantially the same form as attached hereto. Copies of these documents must be provided to and shall be maintained by the municipal Clerk.

BE IT FURTHER RESOLVED that, for the avoidance of doubt as to the risk assumed by participants, in order to encourage compliance with directed health measures and guidelines, and in order to promote public safety, the applicable provisions of the Youth Sports Guidelines dated May 11, 2020, shall be posted on all practice and playing fields where youth baseball or softball are played. If the Youth Sports Guidelines dated May 11, 2020, are subsequently modified or updated, the applicable provisions of the modified or updated guidelines shall be posted in the same manner.

BE IT FURTHER RESOLVED that all participants shall comply with all federal, state and local laws and regulations, all directed health measures and guidelines, and all security policies or procedures established by City of David City relating to COVID-19 or other safety or hygiene precautions while present on municipal property, understanding that the City of David City or David City Ball Association may elect to deny entrance to the grounds and facilities to any non-complying participant, or to require a non-complying participant to leave the premises at any time.

BE IT FURTHER RESOLVED that officials and employees of City of David City and the David City Ball Association are authorized to execute the directives set forth in this Resolution.

RESOLVED this ____ day of _____, 2020.

By: _____, (Mayor)

ATTEST: By: _____, (Deputy City Clerk)

Council member Hotovy made a motion to approve the license and management agreement for use of City property for youth baseball and softball. Council member Bruce Meysenburg seconded the motion. Voting AYE: Council members Kobus, Pat Meysenburg, Hotovy, Trowbridge, Bruce Meysenburg and Vandenberg. Voting NAY: None. The motion carried.

**License and Management Agreement
for Use of Municipal Property for Youth Baseball and Softball**

This License and Management Agreement (the "License"), dated for reference purposes only as of the 27th day of May, 2020, is entered into by and between the City of David City, Nebraska, a Municipal corporation ("Licensor") and David City Ball Association ("Licensee").

RECITALS

- A. Licensor owns the real estate legally described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Real Property").
- B. The Licensee desires a license for use the Real Property identified on Exhibit "A" attached hereto and incorporated herein by this reference (the "Premises").
- C. The Premises includes baseball and/or softball playing fields and associated improvements and structures.
- D. Licensee is involved in organizing youth baseball and/or softball in the community.
- E. Licensee desires to utilize the Premises for youth baseball and softball practices and/or related activities, but not games, and is willing to enter into this License in order to manage the Premises in accordance with the applicable rules for safe operation.
- F. Licensor desires to enter into this License whereby Licensee shall license and manage the Premises for Licensor, subject to the following terms.

NOW THEREFORE, Licensor and Licensee agree as follows:

1. Licensed Premises. Licensor desires to license to Licensee the Premises, as defined above, including the community ball fields and the structures and improvements associated with the ball fields, including the dugouts, concession building with restrooms and utility buildings/maintenance buildings/sheds. Licensor licenses the Premises to Licensee, and Licensee licenses the Premises from Licensor, for the License Term, and Licensee agrees to perform all of Licensee's obligations described herein.

2. Management. The parties acknowledge and agree that Licensee shall be solely responsible for the operation and management of the Premises during the License Term when the Premises are being utilized for organized youth baseball or softball practices and related activities. The parties further acknowledge and agree that the Premises shall be used for practice only and no games. Licensee shall be responsible for operating and managing the Premises in accordance with all applicable rules and regulations of any governmental entity with jurisdiction over the Premises, including, but not limited to the Youth Sports Reopening Guidelines issued by the Governor of the State of Nebraska on May 11, 2020, attached hereto as Exhibit "B" and incorporated by this reference, and any amendments, replacements, or supplements thereto (the "Rules"), any applicable directed health measure, and all resolutions and ordinances of Licensor. Licensee represents and covenants to Licensor that Licensee is familiar with the Rules and that Licensee shall operate and manage the Premises in accordance with the Rules. Licensee shall ensure that all coaches or appropriate personnel utilizing the Premises shall conduct themselves and their teams in accordance with the Rules. Licensee agrees to provide training and education as appropriate to all coaches or team managers to ensure that the Rules are followed.

3. Term. The License shall be for a term of 2 months commencing effective as of June 1, 2020 and terminating August 1, 2020. Either party shall have the right to terminate this License by providing the other party with no less than ten (10) days prior written notice. Such notice shall specify the date that the License shall terminate. Notwithstanding the foregoing or any other provision herein, the parties acknowledge and agree that Licensor retains the right, at any time, to terminate this License by written notice to Licensee if such termination is required under the applicable Rules or any amendment, replacement, or supplement thereto, or in the event Licensor determines, in Licensor's discretion, that Licensee has failed to manage and operate the Premises in accordance with the Rules. Any such termination shall not relieve the Licensee of the obligations of Licensee hereunder that have occurred or accrued hereunder prior to the termination.

4. License Fee. Licensee shall pay Licensor the sum of One Dollar (\$1.00) and other valuable consideration as a License Fee.

5. Acceptance of Premises. By taking possession of the Premises, Licensee accepts the Premises in its current condition. Licensee further agrees that Licensor has not provided Licensee with any warranty or representation as to the condition of the Premises and that Licensee has investigated the Premises and has determined to Licensee's satisfaction that the Premises is satisfactory for Licensee's proposed use. Licensee also acknowledges and agrees that Licensee is only utilizing a portion of the Real Property that is described herein as the Premises and that Licensor and other parties shall also have the right to use the Real Property during the License Term, subject to the reasonable licensing discretion of Licensor. Licensee shall secure Licensor's permission prior to making any improvements or alterations of any nature to the Premises. Licensor reserves the right to withhold its consent in Licensor's sole discretion.

6. Quiet Enjoyment. Upon Licensee's observing and performing all of the terms, covenants and conditions to be observed and performed by Licensee hereunder, Licensee shall have possession of the Premises for the entire term hereof, subject to all of the provisions of this License.

7. Real Estate Taxes. If applicable during the License Term, Licensor shall pay all real property taxes and assessments, improvement bonds, and other governmental levies ("Taxes") imposed on or with respect to the Premises, if any exist. Licensee shall pay all personal property taxes imposed on or with respect to Licensee's equipment and personal property located on the Premises, if any exist.

8. Utilities. Licensee acknowledges that the utilities necessary for the operation of the Premises are provided by Licensor and Licensee shall use such utilities in the manner required for the proper operation of the Premises and shall not unreasonably use the same or cause any damage thereto. The cost of the utilities applicable to the Premises shall be paid by Licensor.

9. Maintenance. Licensee shall, during the term of this License, and at its sole expense, keep the Premises in good order and repair, reasonable wear and tear excepted. Licensee shall be responsible to maintain the Premises in accordance with the Rules so that the Premises may be utilized for youth sports practice activities hereunder. Such obligation shall include, but not be limited to, ensuring restrooms are sanitized before and after each practice session; that concessions are closed/locked and that the stands/bleachers are not used. Licensee shall be responsible for mowing the ball fields and Licensor shall be responsible for all other mowing, trimming, irrigation and application of fertilizer or weed control on the Premises in accordance with past practices of Licensor. Provided, however, Licensee shall be responsible for any of the same if they are caused by Licensee's misuse or damage to the Premises. Licensee agrees to promptly notify Licensor of any maintenance or repair that is the responsibility of Licensor hereunder.

10. Insurance. During the License Term, Licensee shall, at its own cost and expense, procure and continue in force such insurance policies as are required by Licensor. Such insurance shall, at a minimum include commercial general liability insurance with a combined policy limit of at least \$1,000,000 or such other amount as is reasonably agreed to by the parties. Licensor shall be named as an additional named insured on all such policies of insurance. A renewal policy shall be procured not less than ten (10) days prior to the expiration of any policy. Each original policy or a certified copy thereof, or a satisfactory certificate of the insurer evidencing insurance carried with proof of payment of the premium, shall be deposited with Licensor prior to the commencement date of the term hereof and within ten (10) days of the each anniversary date thereafter. If reasonably available, and financially feasible, Licensee shall endeavor to have the foregoing insurance policy provide coverage for issues related to COVID-19, novel coronavirus, or similar issues. Licensee shall provide workers' compensation and employer liability coverage as may be required by the State of Nebraska.

11. Licensee's Indemnification. Licensee agrees to indemnify and hold Licensor harmless from and against any and all claims, damages, or causes of action and all liability, cost or expense specifically including court costs and all reasonable attorney fees to the extent the same arise out of or in any way connected with Licensee's or Licensee's agents' use of the Premises during the term hereof. Whether the same are raised during the term hereof or after. Without limiting the foregoing, the parties acknowledge and agree that the foregoing indemnification specifically includes any claims, damages, or causes of action and all liability, cost or expense specifically including court costs and all reasonable attorney fees for any COVID-19, novel coronavirus, or related issues.

12. Assignment. Licensee shall not assign, sub-license, or otherwise transfer, by operation of law or otherwise, this License or any interest herein without the prior written consent of Licensor, which consent may be withheld in Licensor's sole discretion.

13. No Re-license. Licensor's consent to any assignment, encumbrance, sub-license, occupation, or other transfer shall not release Licensee from any of Licensee's obligations hereunder or be deemed to be a consent to any subsequent assignment, sub-license, or occupation unless Licensor agrees in writing. The collection or acceptance of rent or other payment by Licensor from any person other than Licensee shall not be deemed the acceptance of any assignee or sub-licensee as the Licensee hereunder or a release of Licensee from any obligation under this License.

14. Events of Default. The occurrence of any one or more of the following events shall constitute an Event of Default: (i) the failure by Licensee to make any payment of the license fee or any other payments required to be made by Licensee under this License when due; and (ii) the failure by Licensee to observe or perform any of the provisions of this License to be observed or performed by the Licensee if such failure continues for a period of ten (10) days, or such other period if this License specifically provides a different period for a particular failure, after written notice by Licensor to Licensee of such failure; provided, however, that with respect to any failure which cannot reasonably be cured within ten (10) days, an Event of Default shall not be considered to have occurred if Licensee commences to cure such failure within such ten (10) day period and continues to proceed diligently with the cure of such failure.

15. Remedies. On the occurrence of an Event of Default, Licensor may at any time thereafter, with or without notice or demand and without limiting Licensor in the exercise of a right or remedy which Licensor may have by reason of such default or breach, exercise any rights or remedies Licensor may have at law or in equity, including, but not limited to, one or more of the following:

- A. declare the License at an end and terminated;
- B. sue for the rent due and to become due under the License;
- C. sue for any damages sustained by Licensor;
- D. cure any breaches of Licensee's obligations to pay utilities, provide insurance, or properly maintain the Premises.

16. Non-Exclusive Remedies. The remedies of Licensor set forth in Section 15 shall not be exclusive, but shall be cumulative and in addition to all rights and remedies now or hereafter provided or allowed by law or equity, including, but not limited to, the right of Licensor to seek and obtain an injunction and the right of Licensor to damages in addition to those specified herein.

17. Default by Licensor. Licensor shall not be liable to Licensee if Licensor is unable to fulfill any of its obligations under this License, if Licensor is prevented, delayed, or curtailed from so doing by reason of any cause beyond Licensor's reasonable control. Licensor shall not be in default unless Licensor fails to perform obligations required of Licensor within a reasonable time, but in no event later than thirty (30) days after written notice by Licensee to Licensor, specifying Licensor's failure to perform such obligation; provided, however, that if the nature of Licensor's obligation is such that more than thirty (30) days are required for performance, then Licensor shall not be in default if Licensor commences performance within such thirty (30) day period and thereafter diligently prosecutes its efforts to satisfy such obligation.

18. Entry by Licensor. Licensor and its agents and employees shall have the right to enter the Premises at all reasonable times and during normal business hours, to examine the same, to make such maintenance and repairs of the Premises and such maintenance, repairs, alterations, decorations, additions, and improvements to other portions of the Premises as Licensor requires.

19. Applicable Laws. This License shall be governed by and construed in accordance with the laws of the State of Nebraska.

20. Modification. This License contains all of the terms and conditions agreed upon by the Licensor and Licensee with respect to the Premises. All prior negotiations, correspondence, and agreements are superseded by this License and any other contemporaneous documents. This

License may not be modified or changed except by written instrument signed by Licensor and Licensee.

21. Relationship of Parties. Neither the method of computation of the license fee nor any other provisions contained in this License nor any acts of the parties shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between Licensor and Licensee, other than the relationship of Licensor and Licensee.

22. Waiver. The acceptance of the license fee or other payments by Licensor, or the endorsement or statement on any check or any letter accompanying any check for the license fee or other payment shall not be deemed an accord or satisfaction or a waiver of any obligation of Licensee regardless of whether Licensor had knowledge of any breach of such obligation. Failure to insist on compliance with any of the terms, covenants, or conditions hereof shall not be deemed a waiver of such terms, covenants, or conditions, nor shall any waiver or relinquishment of any right or power hereunder, at any one time or more times, be deemed a waiver or relinquishment of such rights and powers at any other time or times or under any other circumstance(s).

23. Partial Invalidity. If any term or provision of this License or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this License or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this License shall be valid and enforced to the fullest extent permitted by law.

24. Interpretations. Any uncertainty or ambiguity existing herein shall not be interpreted against either party because such party prepared any portion of this License, but shall be interpreted according to the application of rules of interpretation of contracts generally.

25. Memorandum of License. Licensee shall not be permitted to file a memorandum of the License or other documents in the real estate records of the County including the Premises.

26. Binding Effect. This License shall be binding upon and shall inure to the benefit of Licensor, Licensee, and their respective successors and assignees.

27. Counterparts. This License may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Execution Page Follows]

IN WITNESS WHEREOF, the parties hereto hereby execute this License as of the day and year first above written.

“LICENSEE”
DAVID CITY BALL ASSOCIATION,

By: _____
Its: _____

“LICENSOR”
CITY OF DAVID CITY,

By: Alan Zavodny
Its: Mayor

Exhibit “A”

Legal Description

Blocks 6-11 to the City of
David City, Butler County, Nebraska

Exhibit “B”

[Attach a copy of the current Rules]
(See a copy of the Reopening Rules below)

Council member Hotovy made a motion to approve the youth sports reopening guidelines as per Governor Ricketts 5/11/2020. Council member Pat Meysenburg seconded the motion. Voting AYE: Council members Pat Meysenburg, Vandenberg, Bruce Meysenburg, Hotovy and Kobus. Voting NAY: Council member Trowbridge. The motion carried.

Youth Sports Reopening Guidelines
Announced by Gov. Ricketts 5/11/2020

The below guidelines lay out the planned reopening of certain youth sports. Additional guidelines for other sports will be provided as it is determined participation in those sports meet health and safety measures. Violation of these rules may mean a team is prohibited from practicing or playing games for the entire summer.

The below guidelines apply only to team sports. Individual sports such as golf and tennis (including doubles tennis) are not prohibited under any Directed Health Measure, however, participants must practice social distancing.

Month of May

1. No Organized Team Sports games for youth and adults.
2. No Team Organized Sports practices for youth and adults. This prohibition includes any practice, training or group exercise program organized by a coach of a sports team.
3. Businesses and organizations that provide sports training AND that sell memberships to provide such training are allowed to offer sports training as long as they follow the same guidelines as fitness centers/clubs, gymnasiums, health clubs, and health spas. No team organized training is allowed.

June 1

1. Schools are permitted to open weight rooms for use by all student athletes as long as they follow the same guidelines as fitness centers/clubs, gymnasiums, health clubs, and health spas.
2. Team Organized practices for baseball and softball may begin unless circumstances dictate a change in date.
3. Dugout use will not be allowed. Players' items should be lined up against the fence at least six (6) feet apart.
4. Parents must remain in their cars or drop off and pick players up afterwards.
5. Players should use their own gloves, helmets, and bats as much as possible.
6. Coaches are responsible for ensuring social distancing is maintained between players as much as possible. This means additional spacing between players while playing catch, changing drills so that players remain spaced out, no congregating of players while waiting to bat.
7. Players must bring their own water/beverage to consume during and after practice. No shared drinking fountains or coolers.
8. Players must bring their own snacks to consume during and after practice. No shared/communal snacks.
9. Coaches must sanitize shared equipment before and after each practice.
10. Team organized practices for other sports may remain suspended.

June 18

1. Baseball and softball games may begin unless circumstances dictate a change in date.
2. Same guidelines apply as above for baseball and softball practices.
3. Use of dugouts is permitted during games only. Bleachers located between the dugout and home plate should also be used to spread out players. Players should have designated spots to place their personal items. Coaches must designate an adult who is responsible for ensuring players are seated on the benches unless they are actively participating in the game.
4. Players should use their own gloves, helmets, and bats as much as possible.

5. Fan attendance is limited to household members of the players on the team. No use of bleachers for fans. Fans must bring their own chairs or stand. Fans should keep six (6) feet of social distancing between different household units. No fan seating or standing is allowed in the area from behind home plate to six (6) feet past the far end of each dugout.
6. Teams to play next must be provided designated areas for player warm-ups that provide for necessary social distancing.
7. Post game handshakes or interaction between teams are prohibited.
8. When games end, the leaving team must sanitize the dugout area. No postgame talks at the field are permitted. Fans and players must leave the playing area and return to their cars immediately after the game.
9. The team to play next must remain in their designated warm up area until the prior team has finished sanitizing and is completely out of the dugout.
10. Fans for upcoming games must remain in their cars during player warm ups. They will be permitted to come to the field once the team they are there to watch enters the dugout area.
11. Restrooms must be cleaned and sanitized regularly while players and fans are present. Markings should be placed on the ground to ensure individuals waiting to use the restroom are spaced six (6) feet apart.
12. Players must bring their own water/beverage to consume during and after practices and games. No shared drinking fountains or coolers.
13. Players must bring their own snacks to consume during and after practice/games. No shared/communal snacks.
14. Coaches must sanitize shared equipment before and after each practice and game.
15. Concessions stands are not allowed to be open.

Team organized practices and games for other sports may remain suspended.

Council member Bruce Meysenburg made a motion to approve the rules for baseball/softball practices. Council member Hotovy seconded the motion. Voting AYE: Council members Hotovy, Bruce Meysenburg, Vandenberg, Trowbridge, Pat Meysenburg, and Kobus. Voting NAY: None. The motion carried.



**RULES FOR ADULT & YOUTH
BASEBALL/SOFTBALL
PRACTICES (Starting June 1)**

Violation of these rules may mean a team is prohibited from practicing or playing games for the entire summer.

1. Players, coaches, and staff showing signs/symptoms of COVID-19 (fever over 100.4F, sudden onset of cough or sudden onset of shortness of breath) shall not participate.
2. Dugout/bench use will not be allowed. Players and their items when not on the field should be lined up against the fence/wall at least six (6) feet apart.
3. Parents must remain in their cars or drop off and pick players up afterwards.
4. Players should use their own protective equipment including gloves, helmets, and bats as much as possible.
 - A. When protective equipment is needed to be shared, it should be disinfected between players use.
 - B. Coaches are encouraged to rotate equipment when possible.
 - C. Coaches must disinfect shared equipment before and after each practice (or game).
5. Coaches are responsible for ensuring social/physical distancing is maintained between players as much as possible. This means additional spacing between players while playing catch, during drills, or while waiting to participate
6. Players must bring their own water/beverage and snacks to consume; no shared drinking fountains, coolers or snacks; the use of sunflower seeds, tobacco products, and spitting while practicing or playing is prohibited.

RULES FOR ADULT & YOUTH BASEBALL/SOFTBALL GAMES (Starting June 18)

7. **Same guidelines apply as for practices.**
8. Use of dugouts/benches are permitted during games only.
 - A. The bleachers located between the dugout and home plate also should be used to spread out players. Players should have designated spots to place their personal items.
 - B. Coaches must designate an adult who is responsible for ensuring players are seated on the benches unless they are actively participating in the game.
9. Teams to play next must be provided designated areas for player warm-ups that provide for necessary physical/social distancing.
10. Post-game handshakes or interaction between teams are prohibited.
11. When games end, the leaving team must sanitize the dugout or bench area. No post-game talks at the field are permitted. Fans and players must leave the playing area and return to their cars immediately after the game.
12. The team to play next must remain in their designated warm up area until the prior team has finished disinfecting and is completely out of the dugout or off the field.
13. **RULES FOR FANS.**

- A. Fans for upcoming games must remain in their cars during player warm-ups. They will be permitted to come to the field once the team they are there to watch enters the playing area.
- B. Fan attendance is limited to household members of the players on the team. For outdoor games, no use of bleachers for fans. Fans must bring their own chairs or stand. Fans should keep six (6) feet of social distancing between different household units. No fan seating or standing is allowed within six (6) feet of the teams' benches or within the area from behind home plate to six (6) feet past the far end of each dugout.
- C. Games/matches held at a facility that has a capacity of 500 or more individuals (1,000 or more in counties over 500,000 population), shall follow reopening plans submitted, reviewed and approved by the Local Health Department by the facility.

Council member Hotovy made a motion to authorize Mayor Zavodny, or his designate, to sign all necessary documents and agreements relating to the ballfields. Council member Kobus seconded the motion. Voting AYE: Council members Pat Meysenburg, Kobus, Trowbridge, Bruce Meysenburg, Hotovy and Vandenberg. Voting NAY: None. The motion carried.

Council member Hotovy made a motion to approve a COVID-19 youth baseball and softball participant's agreement. Council member Trowbridge seconded the motion. Voting AYE: Council members Vandenberg, Hotovy, Bruce Meysenburg, Trowbridge, Kobus and Pat Meysenburg. Voting NAY: None. The motion carried.

COVID-19: Participants Agreement for Sports or Other Recreational Activities

(Please print clearly or type and fill in all blanks and sign below.)

Participant Name (Player, Coach, Official, or Other Participant):

Address: _____

Municipality: _____ **State:** _____ **Zip:** _____

Telephone #: _____

Age of Participant _____

If Participant is 18 years of age or older, only Participant must sign. If Participant is 17 years Old or Younger, Parent or Legal Guardian must sign.

ACKNOWLEDGMENT AND ASSUMPTION OF RISK

The COVID-19 coronavirus has been declared a worldwide pandemic by the World Health Organization, is extremely contagious and is believed to spread mainly from person-to-person

contact. By signing this, you ACKNOWLEDGE AND ASSUME THE RISK AND DANGERS OF ILLNESS, DISEASE, MEDICAL COMPLICATIONS, INJURY OR DEATH, caused by or related to COVID-19, by voluntarily entering the property and/or public facilities of any Municipality and participating in or viewing adult and/or youth games, practices, or other group recreational activities, or by authorizing the participation of a minor in or the presence of a minor at such games, practices, or other group recreational activities. No one guarantees that you or your child(ren) will not become infected with COVID-19. The person signing below voluntarily assumes this risk because s/he chooses or elects to do so.

COVID-19 RELEASE AND INDEMNITY AGREEMENT AND COVENANT NOT TO SUE

In consideration of the above-listed player, coach, or official ("Participant") being allowed to participate in adult and/or youth team sports or other group recreational activities on municipal property and/or public facilities, the Participant or the parent(s) or legal guardian (if Participant is a Minor), on his or her own behalf and on behalf of any Minor Participant, agree as follows:

1. RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE every city or village (hereinafter, **Municipality**) on whose property and/or public facilities Participant participates in any adult and/or youth games, practices, or other group recreational activities, together with each such **Municipality's** mayor and council, village board of trustees, manager/administrator, clerk, agents and employees, ball association, coaches and all others who participate with Participant in such activities (all of whom are collectively referred to herein as "Releasees") from any and all liability to the Participant (or Participant's personal representatives, assigns, heirs, parents, legal guardians, siblings, children or dependents) on account of injury, illness, disease, quarantine or death from the COVID-19 coronavirus and any complication or related disease or condition, occurring as a result of entering the property of any such **Municipality**, participating in or viewing any such game, practice, or other group recreational activity, or other use of public facilities on the property of any such **Municipality**, whether such injury, sickness, disease, condition, or death is caused by the negligence or other wrongful conduct of one or more of the Releasees or any other participants, spectators or other individuals present at the game, practice, or other group recreational activity, or whether liability for such injury, sickness, disease, condition, or death is assigned to one or more of the Releasees as a matter of strict liability or any other legal doctrine.
2. AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES and each of them from any liability, damage or loss (including, but not limited to, attorneys' fees and other defense costs) one or more of them may suffer or incur arising out of or related to the Participant's or any of the undersigned's entry onto the property and/or public facilities of any such **Municipality** in connection with any game, practice, or other group recreational activity, whether such claim is based on one or more of the Releasees' negligence, breach of contract or warranty, strict liability or other legal theory. The undersigned COVENANTS not to sue any Releasee related to injury, disease, loss, quarantine, or illness related to COVID-19.
3. THE PERSON SIGNING BELOW AGREE(S) to comply with all federal, state and local laws and regulations, all directed health measures and guidelines, and all security policies or procedures established by any such **Municipality** relating to COVID-19 or other safety or hygiene precautions, understanding that the **Municipality** may elect to deny entrance to the property (including any facilities present thereon) and the Participant may not be allowed to participate or continue to participate in the game, practice, or other group recreational activity at the election of the **Municipality** at any time. The undersigned agree(s) that in the event any portion of this document is held to be invalid, the balance shall, notwithstanding, continue in full legal force and effect to the greatest extent possible under applicable law. The parents or guardian of the Participant agree that by signing below they are in addition to binding themselves and binding any

minor Participant on whose behalf they have signed, to the maximum extent permitted by applicable law to this Agreement in full.

I AM THE AGE OF MAJORITY, AM COMPETENT AND HAVE FULL AUTHORITY TO SIGN THIS, HAVE READ THE ABOVE AND UNDERSTAND ITS TERMS. I SIGN KNOWING ITS EFFECTS.

Signature of Participant
(If 18 Years Old or Older)

Print Clearly or Type Name of Participant

Signature of Parent
(If Participant is 17 Years Old or Younger)

Print Clearly or Type Name of Parent

Signature of Legal Guardian (If Applicable)

Print Clearly or Type Name of Legal Guardian

There being no further business to come before the Council, Council member Kobus made a motion to adjourn. Council member Hotovy seconded the motion. Voting AYE: Council members Vandenberg, Bruce Meysenburg, Kobus, Pat Meysenburg, Trowbridge and Hotovy. Voting NAY: None. The motion carried and Mayor Zavodny declared the meeting adjourned at 9:18 p.m.



CERTIFICATION OF MINUTES
May 27, 2020

I, Tami Comte, duly qualified and acting Deputy City Clerk for the City of David City, Nebraska, do hereby certify with regard to all proceedings of May 27th, 2020; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and available for public inspection at the office of the City Clerk; that such subjects were contained in said agenda for at least twenty-four hours prior to said meeting; that the minutes of the meeting of the City Council of the City of David City, Nebraska, were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided with advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

Tami Comte, Deputy City Clerk