

CITY COUNCIL PROCEEDINGS

July 8, 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 June 4th, 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, John Vandenberg, and Bruce Meysenburg, City Administrator Clayton Keller, City Attorney James Egr, and Deputy City Clerk Tami Comte. Council members Kevin Hotovy and Pat Meysenburg were absent.

Also present for the meeting were: Library Director Kay Schmid, Park summer employee John Paul Svec, and Mary Ann and Frank Long.

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 June 24th, 2020 meeting of the Mayor and City Council were approved upon a motion by Council member Kobus and seconded by Council member Bruce Meysenburg. Voting AYE: Council members Trowbridge, Kobus, Bruce Meysenburg, and Vandenberg. Voting NAY: None. The motion carried. Council members Pat Meysenburg and Kevin Hotovy were absent.

Mayor Zavodny asked for consideration of claims. Council member Kobus made a motion to authorize the payment of claims and Council member Trowbridge seconded the motion. Voting AYE: Council members Kobus, Vandenberg, Bruce Meysenburg and Trowbridge. Voting NAY: None. The motion carried. Council members Kevin Hotovy and Pat Meysenburg were absent.

Mayor Zavodny asked for any comments or questions concerning the Committee and Officer Reports.

Mayor Zavodny stated that on his calls from the health department that a couple of the communities that had opened their pools had a lifeguard that tested positive for the Covid-19 and had to be quarantined. Mayor Zavodny stated that given those circumstances, the decision to keep our pool closed seems like it was the right decision.

City Attorney James Egr gave a brief update on the nuisance cases that are going through the court proceedings. The case against Pete Tech has been dismissed without prejudice and the lot has been cleaned up. The case against Randy Janak and Barb Vogl will be heard on Thursday, July 9, 2020 and they are filing "no contest". City Attorney Egr believes that the judge will give them 90 days to clean up the property.

Mayor Zavodny asked if anyone had anything else that they wanted to comment on, as far as the committee and officer's reports. Council member Trowbridge made a motion to accept the Committee and Officers Reports as presented. Council member Bruce Meysenburg seconded the motion. Voting AYE: Council members Bruce Meysenburg, Trowbridge, Vandenberg, and Kobus. Voting NAY: None. The motion carried.

Mayor Zavodny stated that the next item on the agenda was consideration of accepting the proposal by Sparq Data Solutions, Inc. to provide agenda packet services.

City Administrator Clayton Keller said, "The day after the meeting I had a phone call from Nicole Kobus and she said that they would waive the \$500 set up fee, so if we decide to go with Tier 2, it would be \$4,100 for the first year plus it would be prorated for the remainder for the balance of this year."

Mayor Zavodny said, "I think that this is an investment in the future and when you have to go try to find things, instead of digging through boxes and boxes of what was discussed years ago, this is probably a good idea for organizing what the City has done and a good historical tool for future Councils. As I thought about this since the presentation, I could see some advantages to it."

Council member Tom Kobus made a motion to accept the proposal of Sparq Data Solutions for the Tier 2 services. Council member Trowbridge seconded the motion. Voting AYE: Council members Kobus, Trowbridge, Bruce Meysenburg and Vandenberg. Voting NAY: None. The motion carried. Council members Kevin Hotovy and Pat Meysenburg were absent.

Council member Tom Kobus made a motion to authorize City Administrator Clayton Keller to advertise for a twenty hour per week code enforcement officer. Council member Bruce Meysenburg seconded the motion. Voting AYE: Council members Kobus, Vandenberg, Bruce Meysenburg and Trowbridge. Voting NAY: None. The motion carried. Council members Pat Meysenburg and Kevin Hotovy were absent.

Mayor Zavodny stated that the next item on the agenda was consideration of authorizing the City Administrator to advertise for a thirty hour per week building inspector.

City Administrator Clayton Keller said, "I know that we've talked about this in past meetings, I still think that it would be a better idea to do this in one position. A building inspector who also does code enforcement. Either way you look at it, it's regulation enforcement. Both positions are doing that, it's just that one is doing it for building permits and the other is nuisance abatement."

Council member Kobus said, "You'd make it a full-time job then?"

City Administrator Clayton Keller said, "Yes. I would make it a full-time job. I think that you could attract a better applicant if you have full-time pay and full-time benefits."

Mayor Zavodny said, "Ok. I don't think that's a terrible argument, but I'm wondering if we shouldn't wait and see what we get for applicants and then we can come back to the Council and decide what we want to do."

Council member Kobus made a motion to authorize City Administrator Clayton Keller to advertise for a thirty hour per week building inspector. Council member Trowbridge seconded the motion. Voting AYE: Council members Vandenberg, Bruce Meysenburg, Kobus and Trowbridge. Voting NAY: None. The motion carried. Council members Pat Meysenburg and Kevin Hotovy were absent.

City Administrator Clayton Keller stated that at the previous meeting the Council approved an agreement with Timpfe for the turn lane on "S" Street and now this is an agreement with the State of Nebraska, Department of Transportation and authorizing the mayor to sign.

Council member Kobus made a motion to approve the Economic Opportunity Program Agreement with the State of Nebraska, Department of Transportation and authorize the mayor to sign the agreement. Council member Trowbridge seconded the motion. Voting AYE: Council members Vandenberg, Trowbridge, Bruce Meysenburg and Kobus. Voting NAY: None. The motion carried and the agreement is as follows:

**STATE OF NEBRASKA, DEPARTMENT OF TRANSPORTATION / DAVID CITY
ECONOMIC OPPORTUNITY PROGRAM AGREEMENT**

THIS AGREEMENT, is entered into by and between the State of Nebraska, Department of Transportation, hereinafter referred to as the "State", and the City of David City, hereinafter referred to as the "LA", and who together will be collectively referred to as the "Parties".

The purpose of this Agreement is to define the terms and conditions applicable to the Parties for utilizing State Economic Opportunity Program Funds (hereinafter "EOP Funds"), in a manner consistent with Neb. Rev. Stat. §39-2806. Nebraska law provides for the expenditure of EOP Funds to finance transportation improvements to attract and support new businesses and business expansions by successfully connecting such businesses to Nebraska's multimodal transportation network, and to increase employment, create high-quality jobs, increase business investment, and revitalize rural and other distressed areas of the state.

In consideration of the mutual promises and understandings of the Parties specifically set forth herein, the State and the LA jointly agree to the following:

I. Project Description/Objective:

- 1.1 Project Location: NE-15 / "S" Street intersection in David City, NE
 Current Jurisdictional Authority: David City
 Key Project Features and Project Description/Objective:

This project will make improvements to intersections on NE-15 and adjoining roadways in David City. The improvements are required as a result of an expansion by a business in the area, and are recommended by a traffic study. The project is anticipated to include all activities associated with construction of an intersection, including (but not limited to) engineering, grading, paving, culvert work, utilities and lighting. ROW acquisition may be required.

This project meets the objectives of the EOP because it provides a transportation connection that will facilitate business expansion in the area, attract high quality jobs and encourage capital investment within the state of Nebraska as a result.

- 1.2 Individual/Entity with whom Local Authority will partner to complete project (referred to herein as the "Business"):
 Timpte, Inc.
 1827 Industrial Drive
 David City, NE 68632

- 1.3 Estimated Positive Economic Impact resulting from the Project:

Anticipated number of new jobs	41
Anticipated private capital investment	\$10,000,000 - \$14,000,000
Village/City/MPO/area impacted by improvement	David City

S-EOP-15 -2 (1031)

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II. Division and Reimbursement of Costs:

Type of Work	EOP Funds	LA Funds	Total
Preliminary Engineering and Property Acquisition	\$40,000	\$17,000	\$57,000
Construction	\$140,000	\$59,500	\$199,500
Project Closeout	\$20,000	\$8,500	\$28,500
TOTAL:	\$200,000	\$85,000	\$285,000

Note: These are estimated costs. Actual costs and payments will be determined based on final project costs.

- 2.1 Eligible construction and engineering expenses (hereinafter "Eligible Expenses") include the necessary, reasonable, and customary costs, fees and other expenses that are incurred to complete a transportation project, and are determined solely at the discretion of the State. Expenses which are generally eligible include, but are not limited to, the usual and customary design, engineering, construction, inspection, and right of way expenditures. Expenses which are generally ineligible include, but are not limited to, utility placement and/or established utility relocation, refinancing or payment of existing debt, and betterments or improvements which are above and beyond the original scope and objective of the transportation project.
- 2.2 The State will reimburse the LA for Eligible Expenses incurred upon the project for **75% of the total eligible construction and engineering expenses, subject to a maximum reimbursement amount of \$200,000**. Any remaining balance shall be the sole responsibility of the LA. The LA is responsible for ensuring that funds are available to meet its obligations as set forth in this Program Agreement, including the availability of funds necessary to complete the project if the State's maximum reimbursement amount is exceeded.
- 2.3 The State will disburse EOP Funds to the LA in accordance with the following Phasing schedule:
 - a. **Phase I: Preliminary Engineering and Property Acquisition: 20%** of the State's EOP Funding will be disbursed to the LA upon:
 - i. documentation that the LA governing body has formally approved and set aside all matching funds identified herein to be utilized for the completion of this project;
 - ii. documentation that the Business has officially and formally committed to the project in a writing received by the LA (the LA/Business Program Agreement may suffice);
 - iii. verification of compliance with all right-of-way requirements and completion of final design plans consistent with provisions 3.1, 3.2.a and 3.2.b below; and
 - iv. receipt of a billing invoice/request for reimbursement setting forth all Eligible Expenses thus far.
 - b. **Phase II: Construction: 70%** of the State's EOP Funding will be disbursed to the LA according to the following schedule:
 - i. Initial 30% upon:
 - A. documentation of a properly awarded construction contract for the project consistent with provisions 3.1 and 3.2.c below, such that construction is ready to commence; and
 - B. receipt of a billing invoice/request for reimbursement setting forth all Eligible Expenses thus far.
 - ii **Additional 40% upon:**
 - A. completion of approximately one-half of project construction in a manner consistent with provisions 3.1 and 3.2.d.
 - B. receipt of a billing invoice/request for reimbursement setting forth all Eligible Expenses thus far.

- c. **Phase III: Project Closeout:** The final disbursement of EOP Funds, up to the final 10% of the original EOP funding amount, but in no event in excess of the total expenses eligible for reimbursement, will be paid to the LA upon receipt of:
- i. a final billing invoice/request for reimbursement which sets forth a complete and final accounting of all Eligible Expenses incurred to complete the project, as more specifically set forth in provision 2.4.b below; and
 - ii. a full and complete copy of the as-built plans.
- 2.4 a. All billing invoices/requests for reimbursement must be submitted by the LA in a manner consistent with the State's billing processing system so that timely payment may be made, and must include all necessary state and federal tax documentation required by the State to process payment. Billing invoices/requests for reimbursement shall only be submitted to the State after amounts due exceed \$1,000.00, and shall be submitted to the State no more frequently than monthly. Billing invoices/requests for reimbursement by the LA must contain adequate documentation to substantiate the expenses incurred, and to determine compliance with the EOP program application and this Program Agreement. Noncompliant invoices or requests for reimbursement will not be paid; notice and explanation of a noncompliant invoice or request for reimbursement will be returned to the LA within thirty (30) days of receipt by the State.
- b. The final billing invoice/request for reimbursement to the State must reflect the total final amount due, the total incurred cost of the improvement, less previous payments made to the LA, and less funds applied to the cost of the improvement by the LA. The final billing invoice/request for reimbursement must be received no later than one year from the date of completion of the project; if a final invoice is not received within one year of completion of the improvement, the most recent billing invoice/request for reimbursement received by the State will be considered the final invoice submitted upon the improvement, and any and all obligation by the State to pay additional funds will terminate.
- 2.5 All obligations set forth in this Program Agreement, including all obligations of the State to reimburse costs as set forth herein, shall terminate immediately without penalty or further payment required if, in any fiscal year, the Nebraska Legislature fails to appropriate or otherwise make available funds for the work contemplated herein. In such an event, the State will provide the LA with written notice setting forth the effective date of termination.

III. Additional Obligations, Declarations, and Certifications:

- 3.1 The LA agrees to comply with all applicable federal, state and local laws, ordinances, rules and regulations relating to the activities carried out by the LA under this Program Agreement, including but not limited to the requirements of Neb. Rev. Stat. §4-108 to 4-114 to utilize a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska; Neb. Rev. Stat. §81-3445, governing the use of professional architects or engineers for projects which exceed \$100,000; and Neb.Rev.Stat. §81-3437 requiring designation of a coordinating professional.
- STATE OF NEBRASKA, DEPARTMENT OF TRANSPORTATION / DAVID CITY ECONOMIC OPPORTUNITY PROGRAM AGREEMENT
- 3.2 The LA shall be responsible for all aspects of this project, including management, planning, design, right-of-way activities, bid letting, construction, construction engineering and future operation and maintenance of this project. The LA agrees that its failure to comply with the

terms of this Program Agreement may lead to the State, in its sole discretion, withdrawing funding for the project as more specifically set forth in provision 3.5 below. The LA agrees to supervise and oversee all engineering and construction of the project in a manner consistent with the terms of this Program Agreement, and in a manner which meets all criteria applicable to the project as determined by the State, including but not limited to:

a. Prior to advertising for bids for the project, the LA must certify to the State that all necessary right-of-way, temporary and permanent easements, and temporary use permits have been properly obtained by the LA and that the project is legally prepared to proceed. The State may, in some circumstances, require that a dedication of property be made to the ownership of the LA to ensure that funds utilized upon the project result in a meaningful contribution to a purpose generally beneficial to the citizens of the State of Nebraska.

b. The LA must provide plans which have been prepared and signed by a licensed professional engineer for the State's review, and the State must review all plans and specifications prepared by the LA prior to letting. In the event the project connects to, physically touches or impacts a portion of the state highway system, the LA must provide plans for review which meet the higher NDOT standard highway design and construction requirements applicable to State highway projects.

c. After the State's review, the LA will advertise the project, accept bids, and award the contract for construction of the project in a manner consistent with applicable state and local law. This Program Agreement will terminate in the event no contract has been awarded by December 31, 2020, and recovery of EOP funds disbursed thus far to the LA may commence as more specifically set forth in provision 3.5 below.

d. The LA is required to oversee construction to ensure the project is constructed as described or shown upon the approved plans, specifications, and estimates, or as amended by any approved change orders.

e. Review of any kind by the State pursuant to this Program Agreement shall not be considered a full and comprehensive review or examination of the work product of the LA and/or its consultants, and shall not be construed to be an undertaking or assumption of the LA's and/or its consultants' duties to provide appropriate design plans for the Project, to appropriately advertise the project for bids and let the project, and to accurately construct the project according to plans. The State makes no representations nor warranties, neither express nor implied, to any person or entity concerning the performance of the terms of this Program Agreement by the LA, its consultants, and/or contractors, or the performance of the Program Agreement between the LA and the Business.

- 3.3 The LA shall maintain records and documentation of the project for at least five years after termination/expiration of this Program Agreement, including but not limited to: books kept in accordance with generally accepted accounting principles, detailed records of expenditures, recipients and uses of all funds paid and disbursed in conjunction with this Program Agreement, as well as final design plans, as-built plans, and structural material certifications. The LA shall make such documentation available to the State to copy or review upon request, within a reasonable time period, and in particular in a manner sufficient to allow the State to comply with internal or external audit requirements.

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- 3.4 The LA must retain an annual economic impact progress report for each subsequent year after completion of the project, for a period of five consecutive years after completion of the project. The LA must share the annual progress report with the State upon request in years one through four, with the report to the State required in year five after completion of the project.
- 3.5. In the event the LA fails to meet the terms of this Program Agreement, or in the event the Business does not fulfill its commitment to locate operations on the site or demonstrate positive economic impact as contemplated or described within provisions 1.1 and 1.3 of this Program Agreement, the State may immediately:
- a. provide the LA with notice of termination of this Program Agreement, and may immediately demand from the LA reimbursement and repayment of all EOP funds disbursed thus far under this Program Agreement; or
 - b. in the alternative, provide the LA with notice of breach of this Program Agreement and allow the LA a reasonable time to cure the breach. However, allowing the LA time to cure a breach does not waive the State's right to terminate this Program Agreement under 3.5.a for the same or a different breach which may occur pending resolution of the initial breach. If breach is due to one of the identified Businesses withdrawing from their commitment to locate operations on the site, LA's cure of the breach may include the substitution of another Business that meets the criteria established by the EOP panel, and which is willing to execute a Program Agreement with the LA as set forth in provision 3.6 below.
- 3.6 The LA is required to enter into a separate Program Agreement with the Business named under provision 1.2, above. Said Agreement must require the Business, at a minimum:
- a. to utilize EOP funds in a manner which complies with this Program Agreement between the State and the LA;
 - b. to indemnify and hold harmless the State from any and all claims, demands, or actions based upon or arising out of the negligent or willful acts or omissions of the Business and/or its officials, officers, employees, agents, associates, contractors, or subcontractors in the performance of the Program Agreement between the LA and the Business, or in meeting the terms of this Program Agreement between the LA and the State;
 - c. to retain records consistent with provision 3.3 of this Program Agreement for a period of five consecutive years after completion of the project, and to provide the LA with all information necessary for it to submit its mandatory annual progress report to the State in accordance with provision 3.4 of this Agreement.
 - d. to provide for the repayment of EOP Funds to the LA in the event of a default or unmet obligations by the Business.

- 3.7 This Program Agreement commences upon signature by the last of all required signatories and terminates 30 days after the State's receipt of the final annual progress report (provision 3.4) unless terminated sooner pursuant to the terms set forth herein or by the written mutual agreement of the Parties.
- 3.8 This Program Agreement, along with any and all attachments and items incorporated by references herein, contains the entire agreement between the Parties. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors and assigns. The LA shall adopt all necessary ordinances and/or resolutions as may be necessary to give full force and effect to the terms of this Program Agreement.

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- 3.9 The LA Agrees to hold the State harmless from any and all claims, demands, or actions based upon or arising out of the negligent or willful acts or omissions of the LA and its officials, officers, employees, agents, associates, contractors, or subcontractors in the performance of this Program Agreement, or the performance of the Program Agreement between the LA and the Business.
- 3.10 Nothing in this Program Agreement should be construed in any manner as creating or establishing a joint relationship or partnership between the parties, nor shall either party have the right, power or authority to create any obligations or duties, express or implied, on behalf of the other party.

IV. Attachments

- 4.1 Application
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V. Final Affirmation and Signatures

IN WITNESS WHEREOF, the Parties acknowledge they have read and understand this Program Agreement, and that they execute this Program Agreement pursuant to lawful authority granted to them, effective upon the date set forth by the last signatory below:

EXECUTED by the LA this _____ day of _____, 20__

Printed Name of Official, including Title

Signature

EXECUTED by the State this ____ day of _____, 20____

Kyle Schneweis
Director, Nebraska Department of Transportation

City Administrator Clayton Keller stated that he would like to ask the Council to table agenda item #11 consideration of re-instating or continuing the suspension of, the recycling program because the Nebraska Recycling Council would like to attend the next meeting to make a presentation regarding the options for recycling.

Council member Bruce Meysenburg made a motion to table consideration of re-instating or continuing the suspension of, the recycling program. Council member Kobus seconded the motion. Voting AYE: Council members Bruce Meysenburg, Trowbridge, Vandenberg and Kobus. Voting NAY: None. The motion carried. Council members Pat Meysenburg and Kevin Hotovy were absent.

Mayor Zavodny stated that the next item on the agenda was consideration of an amendment to the Memorandum of Understanding between the City and Jeff & Cathy Klug.

Mayor Zavodny said, "I was on board with the extension of time. I was surprised to see the consideration of the financial amount. My concern is the integrity of the bid process. Especially since they've had a couple of sales, if they start to figure out that maybe they're not going to make what they thought they were – people make bad deals all the time. My concern is that someone bids anything and says "you know, we're not making any money", you don't get to go back and redo it. I don't begrudge the ask and I know that there were some extenuating circumstances. I read about those in this. I think that it's a very slippery slope when you start to renegotiate an awarded bid. That's what I told Clayton that was what I was going to say, so I said it."

Council member Trowbridge said, "I had an interesting discussion with one of our citizens after seeing what was advertised and pictures of what was being sold. People that have been around that house with the prior owner when it was nice, knowing some of these things. We had a discussion about what they were worth and we talked about the \$8,700 and we talked about \$4,000 and the lady that was talking to me said, "they could have easily sold \$8,700 worth of things that they advertised, that given day, if it was done properly". Which shined a really different light on it for me."

Mayor Zavodny said, "That's a great point."

Council member Trowbridge said, "I went over there on Sunday and it was busy. I asked the valid question of who approved this and I got lied to and lied to and lied to. I'm not happy at this point in time with how this is going. I may very well change my mind on what I talked about earlier."

Mayor Zavodny said, "Also, do we know what's going to happen moving forward? I know that they need more time with the cleanup, which I can live with. We had talked previously, is there going to be another sale? I was so glad when they were done and I hadn't heard of anybody getting hurt."

City Administrator Clayton Keller said, "Yes. They are interested in having another sale. I got a phone call yesterday from the Klug's. They plan to continue to have yard sales until they are finished. I don't know if Council would entertain asking them to have it on a different piece of property or if we think that their liability insurance covers that."

Mayor Zavodny said, "Counsel, you can certainly jump in here and tell me that I'm all wet, but my experience has been that people go for the deepest pockets, which would be the City, most likely. If someone gets hurt on property that the City is now in custody of, we're getting sued. That's a layman's take on it."

City Attorney Jim Egr said, "If somebody gets hurt, they're going to sue everybody."

Council member Kobus made a motion to not accept the amendment to the Memorandum of Understanding, also to not let them have any more yard sales, but to accept the time extension. Council member Bruce Meysenburg seconded the motion. Voting AYE: Council members Kobus, Trowbridge, Bruce Meysenburg and Vandenberg. Voting NAY: None. The motion carried. Council members Pat Meysenburg and Kevin Hotovy were absent.

Mayor Zavodny stated that the next item on the agenda was consideration of Resolution No. 19-2020 dividing the property legally described as one parcel consisting of Lots 7, 8, 9 & 10, Block 5, Original town, into two parcels consisting of Lots 7 & 10, and Lots 8 & 9.

Mayor Zavodny said, "This seems to make sense to me."

Council member Trowbridge said, "How long will this process of division take, on the calendar? Can we do it in thirty days? The reason that I ask is that I believe that the back piece of property holds the key to how we sell the front piece of property, because if we sell the back piece for probably what it's worth in today's market, it will determine where we need to be on the front piece. The front piece is going to be the difficult sale."

Mayor Zavodny said, "Taking that plants an interesting idea to me. Sometimes you see farm ground sold as separate parcels, or combined, whatever brings the most. I wonder when we sell if we shouldn't consider doing something like that. So, we'd maximize for the rate payer of the City. If someone wants them both and that brings more than selling it separately, that's in our best interest."

Council member Trowbridge said, "We can go ahead now and separate them?"

Mayor Zavodny said, "Then offer them as one piece or two separate pieces, whichever brings the most money. Do we have any problem doing that?"

City Attorney Egr said, "No. Let's say, for example, you separate them now and somebody says they're going to bid on both of them and they're going to use the one piece as a parking lot and they'll have the house, they could do that. That's no problem. They could buy both."

Mayor Zavodny said, "But, here's the thing, if you separate them and someone says that's a big corner lot, and lots are bringing between \$30,000 and \$50,000, and so if separate brings more money then you sell them separately. If it brings more to sell them together, then we do that."

Council member Trowbridge said, "At the end of the day, both properties are sold."

Mayor Zavodny said, "Right. And we maximize what we did. So, if people don't want anything to do with the house, then they just bid on the back lot. Then you sell the house and the lot separately. Back to the original question, how long does this process take?"

Deputy Clerk Comte said, "If the mayor signs this tonight, I can file it at the courthouse tomorrow and it should be completed in a week."

Mayor Zavodny said, "There's not a thirty-day waiting period?"

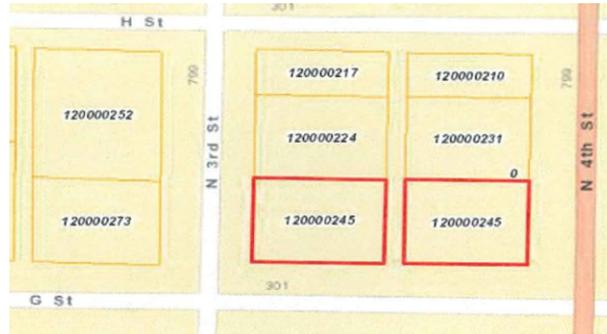
Deputy Clerk Comte said, "No."

Mayor Zavodny said, "Then I see no downside to separating them now."

Council member Trowbridge introduced Resolution No. 19-2020 and moved for its passage and adoption. Council member Kobus seconded the motion. Voting AYE: Council members Trowbridge, Kobus, Vandenberg and Bruce Meysenburg. Voting NAY: None. Council members Kevin Hotovy and Pat Meysenburg were absent. The motion carried and Resolution No. 19-2020 was passed as follows:

RESOLUTION NO. 19 - 2020

WHEREAS, the Community Redevelopment Authority, 557 No. 4th Street, as the owners of property legally described as:



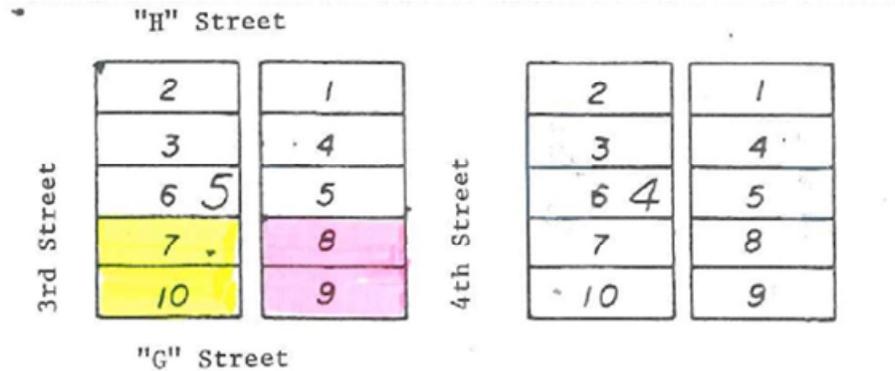
1 Parcel: consisting of Lots 7, 8, 9, and 10, Block 5, Original Town, 200' x 140', have submitted a request to divide this property into two parcels as follows:

PARCEL I DESCRIPTION

Lots 7 & 10, Block 5, Original Town, 100' x 140'

PARCEL II DESCRIPTION

Lots 8 & 9, Block 5, Original Town, 100' x 140'



WHEREAS, there were no objections expressed concerning the request of the Community Redevelopment Authority.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DAVID CITY, NEBRASKA, that the request of the Community Redevelopment Authority to subdivide their property legally described above into Parcel I and Parcel II, as legally described above, is hereby approved.

Passed and approved this 8th day of July, 2020.

 Mayor Alan Zavodny

 Deputy City Clerk Tami Comte

Mayor Zavodny stated that the next agenda item was consideration of authorizing Mayor Zavodny and City Clerk Kovar to execute the closing documents for the City of David City's 2020 Sanitary Sewer System Revenue Bond (Taxable Interest), Series 2020: consisting of, but not limited to, the Closing and Tax Certificate; the Bond Register and the Bond Form.

Mayor Zavodny asked City Administrator Keller to explain what occurred with the bonds.

City Administrator Keller said, "So, we had a phone call this morning from Luann Brown with USDA and she asked us why our Bond that we were originally going to put in front of you was for \$4,339,500, when our Bond Anticipation Notes series was for \$3,000,000. So, we did a lot of phone calls to make sure that we could change the bond amount down to the lower dollar amount. So, we think what happened was that we paid for the slip lining project out of pocket, so to speak, instead of using the Bond Anticipation Note money and so we have the 1.125% interest rate, and we hope that it's going to stay at that. We're going to finish the paperwork tomorrow. Essentially, that's where we are at. Instead of a bond series where we're borrowing 4.3 million dollars, we're now just going to borrow 3 million dollars to pay off the Bond Anticipation Note Series that we used to pay for the wastewater plant project."

Mayor Zavodny said, "That was a very good explanation that made sense. The good news is that we were in a position to take care of some of the slip lining earlier on and I think that we put the City in a better financial position by what we've done to this point."

Council member Kobus made a motion to authorize Mayor Zavodny and City Clerk Kovar to execute the closing documents for the City of David City's 2020 Sanitary Sewer System Revenue Bond (Taxable Interest), Series 2020; consisting of, but not limited to, the Closing and Tax Certificate; the Bond Register; and the Bond Form. Council member Bruce Meysenburg seconded the motion. Voting AYE: Council members Vandenberg, Trowbridge, Kobus and Bruce Meysenburg. Voting NAY: None. The motion carried. Council members Pat Meysenburg and Kevin Hotovy were absent. The documents are attached as follows:

UNITED STATES OF AMERICA

STATE OF NEBRASKA
COUNTY OF BUTLER
CITY OF DAVID CITY

SANITARY SEWER SYSTEM REVENUE BOND (TAXABLE INTEREST), SERIES 2020

\$3,000,000

KNOW ALL PERSONS BY THESE PRESENTS: That the City of David City, in the County of Butler, in the State of Nebraska (the "City"), for value received, promises to pay, but only from the special fund hereinafter described, to the United States of America, acting through the Rural Utilities Service or successor Agency, United States Department of Agriculture, as initial registered owner hereof, or registered assigns, the sum of Three Million Dollars (\$3,000,000) in lawful money of the United States of America, with interest on the unpaid principal balance thereof from the date hereof

until paid at 1.125% per year. The principal hereof and interest hereon shall be payable in equal annual installments of \$93,570.00 due on July 13, of each year, commencing on July 13, 2021, and continuing for a term of 39 years until the outstanding principal balance thereof has been paid in full, provided that the entire remaining principal balance, together with all accrued interest thereon, if not sooner paid, shall fall due and payable on July 13, 2060. All such payments shall be applied first to accrued interest and then to principal. Interest and principal installment payments on this Bond shall be payable by the City Treasurer of the City of David City, Nebraska, as paying agent, for remittance by said paying agent to the registered owner of this Bond in accordance with written instructions on file with said paying agent.

The City, however, reserves the right and option of prepaying any or all of the unpaid principal balance hereof at any time without penalty or redemption premium. Refunds and extra payments as defined in the regulations of the United States Department of Agriculture, according to the source of the funds involved, shall, after payment of interest, be applied to the installments last to become due under this Bond and shall not affect the obligation of the City to pay remaining installments as scheduled herein.

This Bond in the principal amount of \$3,000,000 is issued by the City for the purpose of paying a portion of the costs of constructing and acquiring additions, extensions and improvements, and equipment therefor, to the existing Sewer System owned and operated by the City (including any and all additions and improvements thereto, hereafter constructed or acquired, the "Sewer System"), including paying interim financing incurred for such purposes, under the provisions of Sections 18-1803 to 18-1805, R.R.S. Neb. 2012. The issuance of this Bond has been authorized by an ordinance lawfully enacted and by proceedings duly had by the Mayor and City Council (the "Ordinance").

The "Revenues" of the Sewer System (as defined in the Ordinance) have been pledged and hypothecated for the payment of the Bond, both principal and interest, and this Bond is a lien only upon said revenues and earnings and not a general obligation of the City of David City.

The Ordinance sets forth the covenants and obligations of the City with respect to its Sewer System and the application of the revenues to be derived therefrom which revenues are under the terms of said Ordinance to be deposited into the "Sewer System Fund" and disbursed to pay costs of operation and maintenance, make payments of principal and interest on this Bond and make other payments as specified in said Ordinance. Said Ordinance also designates the terms and conditions upon which additional bonds of lien equal to that of this Bond may be issued in the future.

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 happen and were done in regular and due form and time as provided by law.

The City hereby covenants and agrees with the registered owner of this Bond to keep and perform all covenants and agreements contained in the Ordinance. This Bond shall be registered as to both principal and interest and shall be transferable only in accordance with the provisions printed on this Bond and subject to the terms and conditions set out in the Ordinance.

The registered owner hereof may request that the indebtedness evidenced by this Bond be repaid prior to the maturity hereof subject to and in accordance with the terms of the Ordinance. Defeasance of this Bond shall be made in accordance with the terms of the Ordinance.

To the extent provided in the Ordinance, the provisions of this Bond or of the Ordinance, including any amendment or supplement thereto, may be modified or amended by the City only with the written consent of the registered owner hereof, and it shall not be necessary to note hereon any reference to such modification or amendment.

As and to the extent the terms of this Bond conflict with the terms of the Loan Resolution, as defined in the Ordinance, the terms of the Loan Resolution shall be controlling as and to the fullest extent allowed by law.

IN WITNESS WHEREOF, the Mayor and City Council of David City, Nebraska, have caused this Bond to be executed on behalf of the City by being signed by the Mayor and City Clerk and by causing the official seal of the City to be affixed hereto.

DATED this 13th day of July, 2020.

CITY OF DAVID CITY, NEBRASKA

(SEAL)

By: _____
Mayor

ATTEST:

City Clerk

PROVISIONS FOR REGISTRATION

The ownership of this Bond shall be registered as to both principal and interest on the books and records of the City of David City, Nebraska, kept by the City Treasurer of said City, who shall make notation of such registration in the registration blank below, and the transfer of this Bond may thereafter be registered only upon an assignment duly executed by the registered owner or such owner's attorney or legal representative, in such form as shall be satisfactory to the City Treasurer, such registration of transfer to be made on such books and endorsed hereon by the City Treasurer. The principal and interest of this Bond shall be payable only to or upon the order of the registered owner or such owner's legal representative.

Date of Registration	Name of Registered Owner	Signature of City Treasurer
July 13, 2020	United States of America, acting through the Rural Utilities Service, United States Department of Agriculture	

CITY OF DAVID CITY, IN THE STATE OF NEBRASKA

BOND REGISTER

**SANITARY SEWER SYSTEM REVENUE BOND (TAXABLE INTEREST), SERIES 2020
 DATED JULY 13, 2020**

Name of Registered Owner	Date of Registration	Registered Address
United States of America acting through the Rural Utilities Service, United States Department of Agriculture	July 13,2020	USDA Rural Development 8000 South 15 Street Suite E Lincoln, NE 68512

RECEIPT OF TREASURER AND CERTIFICATE AS TO REGISTRATION

The undersigned duly qualified and acting Clerk of the City of David City, in the State of Nebraska, hereby certifies that he/she has delivered to the purchaser thereof said City's Sanitary Sewer System Revenue Bond (Taxable Interest), Series 2020, dated July 13, 2020, in the principal amount of \$3,000,000, bearing interest at the rate of **1.125%** per annum, with installments of principal and interest due on July 13 of each year as set out in said bond and further that said bond has been paid for at a price equal to the principal amount thereof.

The undersigned duly qualified and acting Clerk of the City of David City, in the State of Nebraska, hereby further certifies that pursuant the City's Bond Ordinance the undersigned officer is acting as Bond Registrar with respect to said bond and has duly registered said bond by signing said bond on the registration blank thereon and by noting registration on the above and foregoing Bond Register kept for such purpose, as set forth above.

IN WITNESS WHEREOF, I have hereunto set my hand officially this 13th day of July, 2020.

 City Clerk

**CLOSING CERTIFICATE
(INCLUDING CERTIFICATIONS WITH RESPECT TO TAX MATTERS)**

The undersigned hereby certify that they are the Mayor and City Clerk/Treasurer, respectively, of the City of David City, in the State of Nebraska (the "City"), and hereby further certify as follows:

1. Annexed to this certificate is a true and correct transcript of the proceedings of the Mayor and City Council of the City relating to the issuance of the City's Sanitary Sewer System Revenue Bond (Taxable Interest), Series 2020, dated as of the date of this Certificate, in the principal amount of \$3,000,000 (the "Bond"). All of the proceedings of the City and of the Mayor and City Council thereof which are set out in the annexed and foregoing transcript have been fully recorded in the journal of proceedings of the City and the Mayor and City Council thereof and the undersigned City Clerk has carefully compared the annexed and foregoing transcript with said journal and with the records and files of the City which are in such Clerk's official custody and said transcript is a full, true and complete copy of said journal, records and files which are set out therein.

2. The undersigned City Clerk has made a diligent search and examination of said journal, records and files which are in such Clerk's official custody and finds and certifies that the same contain no proceedings of the City or of the Mayor and City Council thereof had precedent to or referring to the issuance of the Bond other than the proceedings set out in said transcript.

3. Said transcript contains all of the proceedings had or done by the City and the Mayor and City Council thereof previous to the issuance of the Bond, relative thereto.

4. Advance notice for each of the meetings shown in said transcript was given by posting or publication as set forth in the foregoing transcript. All of the subjects included in said transcript were contained in the agenda for the meetings shown, which agenda were kept continually current and readily available for public inspection at the City Clerk's office for each of the respective meetings; such subjects were contained in said agenda for at least 24 hours prior to each respective meeting; at least one copy of all ordinances, resolutions and other reproducible written materials, for which

actions are shown in said proceedings, was made available for examination and copying by members of the public at the meeting in which such actions were taken; a current copy of the Nebraska Open Meetings Act was available and accessible to members of the public, posted during the meeting or meetings reflected in the foregoing transcript in the room in which such meeting or meetings were held and that all in attendance at such meeting or meetings were informed that such copy of the Nebraska Open Meetings Act was available for review and were informed at the beginning of the meeting of the location of such copy in the room in which such meeting was being held; the minutes of the Mayor and City Council from which the foregoing proceedings have been extracted were, for each meeting shown, in written form and available for public inspection within 10 working days and prior to the next convened meeting of said body; all news media requesting notification of meetings of said body were provided with advance notice of the times and places of such meetings and the subjects to be discussed.

5. Advance notice for each meeting shown in said transcript, including notice of agenda subjects, was given to the Mayor and all members of the City Council.

6. The undersigned Mayor and City Clerk did officially sign the Bond by our manual or facsimile signatures (as shown on the Bond) on behalf of the City, being on the date of such signatures and on the date of the actual delivery of the Bond to the purchaser, the duly chosen, qualified and acting officers indicated therein and authorized to execute the same. The Bond has been further executed by having affixed thereto the seal of the City or a facsimile thereof.

7. No litigation is now pending or threatened to restrain or enjoin the issuance and delivery of the Bond or the collection of revenues and application thereof to pay the principal and interest on the Bond or relating to any of the improvements for which the Bond is issued nor in any manner questioning the proceedings and authority under which said Bond is issued or affecting the validity of the Bond thereunder; neither the corporate existence or boundaries of the City nor the title of its present officers to their respective offices is being contested; no authority or proceedings for the

issuance of the Bond have been repealed, revoked or rescinded as of the date hereof and no petition for referendum has been filed with the City Clerk relating to any measure included in said proceedings. All actions taken by the Mayor and City Council referred to in said transcript were taken at a public meeting while open to the attendance of the public.

8. The City is issuing and delivering simultaneously with the delivery of this certificate the Bond. The Bond is being issued for the purpose of paying a portion of the costs of constructing and acquiring additions, extensions and improvements, and equipment therefor, to the existing Sewer System owned and operated by the City (including any and all additions and improvements thereto, hereafter constructed or acquired, the "Sewer System"), including paying interim financing incurred for such purposes, and such additions, extensions and improvements are hereafter referred to as the "Project"). The Bond is being sold for the principal amount thereof plus accrued interest (if any) to the date of this Certificate. Any accrued interest received upon the issuance of the Bond will be applied to pay interest due on the Bond first falling due.

9. The total proposed development cost of the Project is not less than \$4,339,500. The City has awarded, or will within six months award, contracts for the construction of the Project obligating the City to pay amounts in excess of \$3,000,000. Work on the Project is proceeding with due diligence and is expected to proceed with due diligence to completion, which is expected to occur not later than December 31, 2023. The City expects that all proceeds of the Bond, together with all investment earnings thereon, will be applied and fully expended to pay costs of the Project by no later than the estimated date of completion set forth above in this paragraph. The City does not reasonably expect to sell or otherwise dispose of the Project prior to the last maturity of the Bonds. The expected remaining economic life of the Project exceeds 40 years.

10. The Bond is payable from the revenues of the Sewer System. Under the ordinance authorizing the Bond there has been established a Sewer System Revenue Bond Payment Account (the "Bond Payment Account"). The City is required to make monthly deposits from revenues of the

Sewer System to such account sufficient to cover the payments of principal and interest falling due in each month on the Bond. Any investment earnings received on monies held in such account are not to be credited to such account so long as such account contains the amount then required to be deposited, but rather are to be transferred out to the City's Sewer System Fund and treated as other revenues from the operation of such Sewer System. Monies in such account attributable to the Bond are to be fully expended for payment of principal and interest on the Bond at least once each year.

11. The City is required to maintain a maintenance and debt service reserve account and an asset management reserve account (a) for emergency maintenance, (b) for extensions to the Sewer System, (c) for replacement of short-lived assets necessary or appropriate for the operation of the Sewer System and (d) to make payments on the Bond, if needed. All amounts in such accounts represent amounts accumulated from the revenues of the Sewer System and are not being provided from proceeds of the Bond.

12. The ordinance authorizing the Bond also establishes a Surplus Account for residual amounts remaining from revenues of the Sewer System but there is no reasonable expectation, in the event that the City encounters financial difficulties, that any amounts in such account would be available to make payments due on the Bond.

13. The City has not been notified of any listing of it by the Internal Revenue Service as an issuer that may not certify its Bond.

14. This Certificate is being executed and delivered pursuant to Section 1.148-2(b)(2) of the Income Tax Regulations under the Internal Revenue Code of 1986, as amended, and to show compliance with certain requirements of the Internal Revenue Code of 1986, as amended, and the undersigned officers are officers of the City charged by the ordinance authorizing the Bond with the responsibility for executing and delivering the Bond.

15. The equipment being financed or refinanced by the Bond consists of improvements to the Sewer System. All such improvements have been owned, are and are to be owned by the City. None of the proceeds of the Bond have been or will be loaned to any persons.

16. The entire principal amount of the bond has been received by the City upon issuance of the Bond. The undersigned City Treasurer hereby certifies that the Bond has been duly registered in the name of the initial registered owner thereof on the books and records of the City maintained by such Treasurer, as Paying Agent and Registrar on behalf of the City.

17. There is no other indebtedness of the City outstanding to finance a portion of the Sewer System issued pursuant to Sections 18-1803 – 18-1805, R. R. S. Neb. 2012.

18. The individuals who executed and delivered documents in connection with the issuance of the Bonds were at each such time the duly elected or appointed, qualified, and acting members and officers of the Issuer, as applicable.

19. To the best of our knowledge, information and belief, the above expectations are reasonable.

IN WITNESS WHEREOF, we have hereunto affixed our official signatures and the seal of said City this 13th day of July, 2020.

Mayor

(SEAL)

City Clerk/Treasurer

From:

Baird Holm LLP
 1700 Farnam Street
 1500 Woodmen Tower
 Omaha, Nebraska 68102

Filing Information

Name of Underwriter: None – bond initially purchased by United States Department of Agriculture, Office of Rural Utilities Service

Name of Issuer: City of David City, Nebraska

Title or Designation of Bonds: Sanitary Sewer System Revenue Bond (Taxable Interest), Series 2020

Date of Bonds: July 13, 2020

Principal Amount of Bonds Initially Issued: \$3,000,000

Date(s) of maturity of principal, and the amount of principal maturing on such date(s):

Principal payments begin on July 13, 2021, with principal and interest payments in the amount of \$93,570.00 due on such date and due on the anniversary of such date of each year thereafter with the final principal payment being due 39 years thereafter, as shown on the attached schedule.

Interest rates and the dates such interest is payable (or attach schedule of interest rates):

Interest on the Bonds is 1.125% and is payable on July 13 of each year with the first payment due on July 13, 2021.

Paying Agent and Registrar where principal and interest are payable:

The City Treasurer of the City of David City, Nebraska

Principal purpose for which Bonds were issued:

The Bonds are being issued for the purpose of paying a portion of the costs of constructing and acquiring additions, extensions and improvements, and equipment therefor, to the existing Sewer System owned and operated by the City (including any and all additions and improvements thereto, hereafter constructed or acquired), including paying interim financing incurred for such purposes.

Form showing costs of bond issuance attached.

Interest is taxable, so no Form 8038-G is being filed.

COST OF BOND ISSUANCE

ISSUER: City of David City, Nebraska,
 \$3,000,000 Sanitary Sewer System Revenue Bond (Taxable Interest), Series 2020

COST ITEM	PAID FROM BOND PROCEEDS	PAID FROM OTHER ISSUER FUNDS

1. UNDERWRITER'S FEE (including expenses, management fee and underwriter's discount) Name:	N/A	
2. BOND COUNSEL Name: Baird Holm LLP	NA	\$6,000.00
3. OTHER COUNSEL (underwriter's counsel, special counsel, etc.) Name: Type:	N/A	
4. FINANCIAL ADVISOR FEE Name: _____	N/A	
5. RATING AGENCY FEE Name:	N/A	
6. BOND INSURANCE/CREDIT ENHANCEMENT FEE Name:	N/A	
7. REGISTRATION FEES (e.g. MSRB fees, CUSIP fees, Blue Sky, etc.)	N/A	
8. TRUSTEE FEES (e.g. opening trustee fee, escrow agent fee, paying agent fee).	N/A	
9. OTHER COSTS (e.g. printing costs, publication fees, cash flow fees, travel expenses, other professional fees, if any, etc.)	N/A	
TOTAL (1 through 9)	\$0	\$6,000.00

Mayor Zavodny stated that the next agenda item was consideration of an interlocal agreement with Butler County for library services.

Mayor Zavodny said, "I think this is a really good decision for the citizens of the county."

City Attorney Egr said, "There was a very good article in the newspaper."

City Administrator Keller said, "Yes. We really appreciate the Banner Press for spreading the good news about this. Earlier this year, Kay and I went in front of the Board of Supervisors and asked them to consider an inter-local agreement with the City to provide free library service for all county residents since all David City residents get a free library card for being tax payers here in the city. We thought it would be a good idea to have the County do the same thing for their residents. Mainly because we have county residents who attend school here in town, at both the public school and Aquinas and when the kids go to the library after school, those who live out in the county may not have a library card because of family financial reasons or just never got a card in the first place. So, it inhibits their ability to use the library to its fullest capacity. Initially, the County Board said no to the agreement but then they got grief from their county residents, and so Board Members had them put it back on the agenda and they approved it on Monday. So, now it's our turn to sign the papers if you want to enter into this agreement with them."

Mayor Zavodny said, "Again, it's something for the kids. I see no down side."

Council member Trowbridge said, "We should commend them for revisiting the issue and doing this positive thing for the county."

Mayor Zavodny said, "Thank you for adding that. I think that the County Board acted in a great manner and I respect them for thinking about it and listening to their constituents."

Council member Kobus made a motion to approve an interlocal agreement with Butler County for library services. Council member Bruce Meysenburg seconded the motion. Voting AYE: Council members Kobus, Bruce Meysenburg, Trowbridge and Vandenberg. Voting NAY: None. Council members Kevin Hotovy and Pat Meysenburg were absent. The motion carried and the Interlocal Cooperation Agreement is as follows:

INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement, hereinafter referenced as "Agreement", is made and entered into between the CITY OF DAVID CITY, NEBRASKA, a Nebraska Political Subdivision, hereinafter referenced as "CITY", and the COUNTY OF BUTLER, NEBRASKA, a Nebraska Political Subdivision, hereinafter referenced as "COUNTY".

WHEREAS, the CITY and COUNTY are Nebraska Political Subdivisions Contemplated to be able to participate in interlocal agreements under the Nebraska Interlocal Cooperation Act Sections 13-801 thru 13-827 Revised Statutes of Nebraska Reissue 2012; and,

WHEREAS, the CITY operates a Public Library for the residents of the CITY that provides library cards for such CITY residents; and,

WHEREAS, the CITY would be willing to provide to COUNTY residents who do not reside within the corporate limits of the CITY free library cards in return for the COUNTY paying the sum of FIVE THOUSAND DOLLARS (\$5,000.00) to the CITY for the CITY Public Library; and,

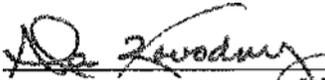
WHEREAS, it is in the mutual best interests of COUNTY residents to have access to the CITY's Public Library through free library cards and it is in the mutual best interests of the CITY's Public Library to have the FIVE THOUSAND DOLLARS (\$5,000.00) for its operational budget.

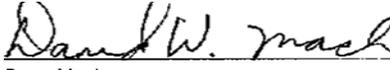
NOW, THEREFORE, in consideration of the terms and conditions of this Agreement, the CITY and COUNTY agree as follows pursuant to the statutes contained within the Nebraska Interlocal Cooperation Act above referenced as follows:

- (1) There will be no need for a Board in this Agreement.
- (2) The CITY and COUNTY will follow applicable statutory requirements of the Nebraska Interlocal Cooperation Act in this Agreement.
- (3) The CITY will provide to COUNTY residents who do not live within the corporate boundaries for the CITY free library cards to the CITY'S Public Library.
- (4) The COUNTY will pay to the CITY on or before October 31, 2020 the sum of FIVE THOUSAND DOLLARS (\$5,000.00) for the free library cards for the COUNTY residents who do not live within the corporate limits of the CITY for the CITY'S Public Library.
- (5) This Agreement will be for one (1) fiscal year commencing July 1, 2020 and ending June 30, 2021.
- (6) The CITY and the COUNTY each has by execution hereof given approval for the appropriate persons to execute this Agreement through the appropriate public hearing, passage and approval.
- (7) This Agreement will be binding on the heirs, successors and assigns of the CITY and the COUNTY.

CITY OF DAVID CITY, NEBRASKA,
A Nebraska Municipal Corporation,

THE COUNTY OF BUTLER, NEBRASKA

by 
ALAN ZAVODNY, Mayor of the
City of David City, Nebraska Date 7/08/2020


Dave Mach, Chairman of the Board of Supervisors of the County of
Butler, Nebraska Date 7/06/2020

Attest:

Attest:

JOAN KOVAR, City Clerk for Date:7/08/2020
The City of David City, Nebraska

STEPHANIE LASKA, County Clerk
for the County of Butler, Nebraska Date 7/06/2020

Council member Bruce Meysenburg made a motion to go into executive session to discuss City Administrator Clayton Keller's performance review. Council member Kobus seconded the motion. Voting AYE: Council members Bruce Meysenburg, Trowbridge, Kobus, and Vandenberg. Voting NAY: None. The motion carried. Council members Pat Meysenburg and Kevin Hotovy were absent.

Mayor Zavodny stated, "Now at 7:28 p.m. we are going into executive session to discuss City Administrator Clayton Keller's performance review." Mayor Zavodny, all of the Council members, City Administrator Keller, and City Attorney Egr went into executive session at 7:28 p.m.

City Attorney Jim Egr stated that a motion and second was not needed to come out of executive session. Therefore, Mayor Zavodny declared the City Council out of executive session at 7:37 p.m.

There being no further business to come before the Council, Council member Bruce Meysenburg made a motion to adjourn. Council member Kobus seconded the motion. Voting AYE: Council members Vandenberg, Bruce Meysenburg, Kobus, and Trowbridge. Voting NAY: None. Council members Kevin Hotovy and Pat Meysenburg were absent. The motion carried and Mayor Zavodny declared the meeting adjourned at 7:38 p.m.



CERTIFICATION OF MINUTES
July 8, 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 July 8th, 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