

CITY COUNCIL PROCEEDINGS

July 22, 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 July 16th, 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: Adam Elm, CPA with Schumacher, Smejkal, Brockhaus & Herley, P.C., Leah Meyer with the Nebraska Recycling Council, Sheriff Tom Dion, City Clerk-Treasurer Joan Kovar, Account Clerk Lori Matchett, Jim Angell, Deb Dinkelman, Jackie Masek, Jeff Hilger, Janis Cameron, Park/Auditorium employee Nathan Styskal, Interim Water Supervisor Aaron Gustin, Sewer Plant Operator Emmalyn Gaudio-Gustin and Molly Hunter of the Banner Press.

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 July 8th and 15th, 2020 meetings 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 Pat Meysenburg, Kobus, Vandenberg, Bruce Meysenburg, Trowbridge, and Hotovy. Voting NAY: None. The motion carried.

Adam Elm, CPA with Schumacher, Smejkal, Brockhaus & Herley, P.C. was in attendance to present the audited Financial Statements for fiscal year ended September 30, 2019. He stated that the City is in pretty good financial condition, as far as municipalities go, and they didn't find any material misstatements.

Council member Hotovy made a motion to advance to agenda items #16 and #17: Consideration of Resolution No. 20-2020 authorizing and providing for the incurrence of indebtedness for the purpose of providing a portion of the cost of acquiring, constructing, enlarging, improving, and/or extending its sanitary sewer system (USDA) and Consideration of the Economic Opportunity Program agreement with the State of Nebraska, Dept. of Transportation for "S" Street intersection. Council member Kobus seconded the motion. Voting AYE: Council members Trowbridge, Bruce Meysenburg, Pat Meysenburg, Vandenberg, Hotovy and Kobus. Voting NAY: None. The motion carried.

Council member Hotovy introduced Resolution No. 20-2020 and moved for its passage and adoption. Council member Bruce Meysenburg seconded the motion. Voting AYE: Council members Trowbridge, Vandenberg, Hotovy, Bruce Meysenburg, Pat Meysenburg and Kobus. Voting NAY: None. The motion carried and Resolution No. 20-2020 was passed and approved as follows:

RESOLUTION NO. 20-2020

Position 5

RUS BULLETIN 1780-27

APPROVED
OMB. No. 0572-0121

LOAN RESOLUTION
(Public Bodies)

A RESOLUTION OF THE CITY COUNCIL

OF THE City of David City

AUTHORIZING AND PROVIDING FOR THE INCURRENCE OF INDEBTEDNESS FOR THE PURPOSE OF PROVIDING A PORTION OF THE COST OF ACQUIRING, CONSTRUCTING, ENLARGING, IMPROVING, AND/OR EXTENDING ITS

Sanitary Sewer System

FACILITY TO SERVE AN AREA LAWFULLY WITHIN ITS JURISDICTION TO SERVE.

WHEREAS, it is necessary for the City of David City

(Public Body)

(herein after called Association) to raise a portion of the cost of such undertaking by issuance of its bonds in the principal amount of

Four Million Three Hundred Thirty-Nine Thousand Five Hundred & 00/100

pursuant to the provisions of 18-1803 to 18-1805 R.R.S. of NE, 2012, as amended.; and

WHEREAS, the Association intends to obtain assistance from the United States Department of Agriculture, (herein called the Government) acting under the provisions of the Consolidated Farm and Rural Development Act (7 U.S.C. 1921 et seq.) in the planning, financing, and supervision of such undertaking and the purchasing of bonds lawfully issued, in the event that no other acceptable purchaser for such bonds is found by the Association:

NOW THEREFORE, in consideration of the premises the Association hereby resolves:

1. To have prepared on its behalf and to adopt an ordinance or resolution for the issuance of its bonds containing such items and in such forms as are required by State statutes and as are agreeable and acceptable to the Government.
2. To refinance the unpaid balance, in whole or in part, of its bonds upon the request of the Government if at any time it shall appear to the Government that the Association is able to refinance its bonds by obtaining a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms for loans for similar purposes and periods of time as required by section 333(c) of said Consolidated Farm and Rural Development Act (7 U.S.C. 1983(c)).
3. To provide for, execute, and comply with Form RD 400-4, "Assurance Agreement," and Form RD 400-1, "Equal Opportunity Agreement," including an "Equal Opportunity Clause," which clause is to be incorporated in, or attached as a rider to, each construction contract and subcontract involving in excess of \$10,000.
4. To indemnify the Government for any payments made or losses suffered by the Government on behalf of the Association. Such indemnification shall be payable from the same source of funds pledged to pay the bonds or any other legally permissible source.
5. That upon default in the payments of any principal and accrued interest on the bonds or in the performance of any covenant or agreement contained herein or in the instruments incident to making or insuring the loan, the Government at its option may (a) declare the entire principal amount then outstanding and accrued interest immediately due and payable, (b) for the account of the Association (payable from the source of funds pledged to pay the bonds or any other legally permissible source), incur and pay reasonable expenses for repair, maintenance, and operation of the facility and such other reasonable expenses as may be necessary to cure the cause of default, and/or (c) take possession of the facility, repair, maintain, and operate or rent it. Default under the provisions of this resolution or any instrument incident to the making or insuring of the loan may be construed by the Government to constitute default under any other instrument held by the Government and executed or assumed by the Association, and default under any such instrument may be construed by the Government to constitute default hereunder.
6. Not to sell, transfer, lease, or otherwise encumber the facility or any portion thereof, or interest therein, or permit others to do so, without the prior written consent of the Government.
7. Not to defease the bonds, or to borrow money, enter into any contractor agreement, or otherwise incur any liabilities for any purpose in connection with the facility (exclusive of normal maintenance) without the prior written consent of the Government if such undertaking would involve the source of funds pledged to pay the bonds.
8. To place the proceeds of the bonds on deposit in an account and in a manner approved by the Government. Funds may be deposited in institutions insured by the State or Federal Government or invested in readily marketable securities backed by the full faith and credit of the United States. Any income from these accounts will be considered as revenues of the system.
9. To comply with all applicable State and Federal laws and regulations and to continually operate and maintain the facility in good condition.
10. To provide for the receipt of adequate revenues to meet the requirements of debt service, operation and maintenance, and the establishment of adequate reserves. Revenue accumulated over and above that needed to pay operating and maintenance, debt service and reserves may only be retained or used to make prepayments on the loan. Revenue cannot be used to pay any expenses which are not directly incurred for the facility financed by USDA. No free service or use of the facility will be permitted.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0572-0121. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

**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 an intersection on NE-15 and "S" ST in David City. The improvement will involve adding a right turn lane on southbound NE-15 at "S" ST. The improvements are necessary as a result of an expansion by the business and are recommended by a traffic study. The project is anticipated to include all activities associated with improvement of an intersection by adding a right turn lane, including (but not limited to) engineering, grading, paving, drainage analysis, 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

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:** An additional 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.

- 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. The State shall be entitled to terminate the program agreement in the event no contract has been awarded by December 31, 2021, 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.

- 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.

- 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

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 Schneewis
Director, Nebraska Department of Transportation

Mayor Zavodny opened the public hearing at 7:16 p.m. for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to amending the budget.

City Administrator Clayton Keller explained that there were some unanticipated expenses in the current fiscal year and that is why it is necessary to amend the budget. Some of those items include the downtown project, the State of Nebraska grant for Timpfe that had to be run through the City, assumption of debt for the ball fields, sewer slip lining project, the airport taxiway project, football field lighting and the expenses incurred with the house at 715 N. 4th Street.

Mayor Zavodny asked if the Public had any comments concerning the Public Hearing. There being no further comments, Mayor Zavodny declared the Public Hearing closed at 7:18 p.m.

City of David City in Butler County

Line No.	Beginning Balances, Receipts, & Transfers	Actual 2017 - 2018 (Column 1)	Actual/Estimated 2018 - 2019 (Column 2)	Adopted Budget 2019 - 2020 (Column 3)
1	Net Cash Balance	\$ 11,317,907.00	\$ 12,512,956.00	\$ 14,429,216.00
2	Investments			
3	County Treasurer's Balance	\$ 25,021.00	\$ 24,310.00	\$ 24,310.00
4	Beginning Balance Proprietary Function Funds (Only if Page 6 is Used)			
5	Subtotal of Beginning Balances (Lines 1 thru 4)	\$ 11,342,928.00	\$ 12,537,266.00	\$ 14,453,526.00
6	Personal and Real Property Taxes (Columns 1 and 2 - See Preparation Guidelines)	\$ 681,299.00	\$ 625,000.00	\$ 736,038.49
7	Federal Receipts			
8	State Receipts: Motor Vehicle Pro-Rate	\$ 1,345.00	\$ 1,116.00	\$ 1,350.00
9	State Receipts: MRF			
10	State Receipts: Highway Allocation and Incentives	\$ 341,142.00	\$ 343,339.00	\$ 375,029.00
11	State Receipts: Motor Vehicle Fee	\$ 27,002.00	\$ 27,667.00	\$ 28,000.00
12	State Receipts: State Aid	\$ 972.00	\$ 934.00	
13	State Receipts: Municipal Equalization Aid	\$ 164,884.00	\$ 171,654.00	\$ 192,195.00
14	State Receipts: Other			
15	State Receipts: Property Tax Credit			
16	Local Receipts: Nameplate Capacity Tax			
17	Local Receipts: Motor Vehicle Tax	\$ 59,004.00	\$ 51,600.00	\$ 60,000.00
18	Local Receipts: Local Option Sales Tax	\$ 760,251.00	\$ 805,235.00	\$ 806,000.00
19	Local Receipts: In Lieu of Tax	\$ 146,353.00	\$ 145,000.00	\$ 147,000.00
20	Local Receipts: Other	\$ 11,392,631.00	\$ 12,043,290.00	\$ 10,595,693.00
21	Transfers In of Surplus Fees			
22	Transfers In Other Than Surplus Fees			
23	Proprietary Function Funds (Only if Page 6 is Used)			
24	Total Resources Available (Lines 5 thru 23)	\$ 24,917,811.00	\$ 26,752,101.00	\$ 27,394,831.49
25	Total Disbursements & Transfers (Line 22, Pg 3, 4 & 5)	\$ 12,380,545.00	\$ 12,298,575.00	\$ 22,015,336.00
26	Balance Forward/Cash Reserve (Line 24 MINUS Line 25)	\$ 12,537,266.00	\$ 14,453,526.00	\$ 5,379,495.49
27	Cash Reserve Percentage			42%
PROPERTY TAX RECAP				
Tax from Line 6			\$ 736,038.49	\$ 736,038.49
County Treasurer Commission at 1%			\$ 7,360.00	\$ 7,360.00
Total Property Tax Requirement				\$ 743,398.49

City of David City in Butler County

To Assist the County For Levy Setting Purposes

The Cover Page identifies the Property Tax Request between Principal & Interest on Bonds and All Other Purposes. If your municipality needs more of a breakdown for levy setting purposes, complete the section below.

Property Tax Request by Fund:	Property Tax Request
General Fund	\$ 743,398.49
Bond Fund	\$ -
_____ Fund	_____
_____ Fund	_____
Total Tax Request	** \$ 743,398.49

** This Amount should agree to the Total Personal and Real Property Tax Required on the Cover Page 1.

Cash Reserve Funds

Statute 13-503 says cash reserve means funds required for the period before revenue would become available for expenditure but shall not include funds held in any special reserve fund. If the cash reserve on Page 2 exceeds 50%, you can list below funds being held in a special reserve fund.

Special Reserve Fund Name	Amount
_____	_____
_____	_____
_____	_____
Total Special Reserve Funds	\$ -
Total Cash Reserve	\$ 5,379,495.49
Remaining Cash Reserve	\$ 5,379,495.49
Remaining Cash Reserve %	42%

Documentation of Transfers of Surplus Fees:
(Only complete if Transfers of Surplus Fees Were Budgeted)

Please explain where the monies will be transferred from, where the monies will be transferred to, and the reason for the transfer.

Transfer From: _____	Transfer To: _____
Reason: _____	Amount: \$ _____
Transfer From: _____	Transfer To: _____
Reason: _____	Amount: \$ _____
Transfer From: _____	Transfer To: _____
Reason: _____	Amount: \$ _____

City of David City in Butler County

Line No.	2019-2020 ADOPTED BUDGET Disbursements & Transfers	Operating Expenses (A)	Capital Improvements (B)	Other Capital Outlay (C)	Debt Service (D)	Other (E)	TOTAL
1	Governmental:						
2	General Government	\$ 1,528,050.00	\$ 200,000.00	\$ 4,000.00			\$ 1,732,050.00
3	Public Safety - Police and Fire	\$ 287,000.00					\$ 287,000.00
4	Public Safety - Other						\$ -
5	Public Works - Streets	\$ 786,000.00	\$ 2,727,000.00	\$ 65,000.00	\$ 7,810.00		\$ 3,585,810.00
6	Public Works - Other	\$ 14,550.00					\$ 14,550.00
7	Public Health and Social Services						\$ -
8	Culture and Recreation	\$ 505,235.00	\$ 329,000.00	\$ 2,000.00			\$ 836,235.00
9	Community Development		\$ 245,000.00		\$ 520,000.00		\$ 765,000.00
10	Miscellaneous						\$ -
11	Business-Type Activities:						
12	Airport						\$ -
13	Nursing Home						\$ -
14	Hospital						\$ -
15	Electric Utility	\$ 4,377,301.00	\$ 200,000.00	\$ 100,000.00			\$ 4,677,301.00
16	Solid Waste						\$ -
17	Transportation						\$ -
18	Wastewater	\$ 667,050.00	\$ 3,084,000.00	\$ 14,500.00	\$ 3,106,500.00		\$ 6,872,050.00
19	Water	\$ 779,840.00	\$ 2,244,500.00	\$ 5,000.00	\$ 216,000.00		\$ 3,245,340.00
20	Other						\$ -
21	Proprietary Function Funds (Page 6)						\$ -
22	Total Disbursements & Transfers (Lns 2 thru 21)	\$ 8,945,026.00	\$ 9,029,500.00	\$ 190,500.00	\$ 3,850,310.00	\$ -	\$ 22,015,336.00

- (A) Operating Expenses should include Personal Services, Operating Expenses, Supplies and Materials, and Equipment Rental.
- (B) Capital Improvements should include acquisition of real property or acquisition, construction, or extension of any improvements on real property.
- (C) Other Capital Outlay should include other items to be inventoried (i.e. equipment, vehicles, etc.).
- (D) Debt Service should include Bond Principal and Interest Payments, Payments to Retirement Interest-Free Loans from NDA (Airports) and other debt payments.
- (E) Other should include Judgments, Transfers, Transfers of Surplus Fees, and Proprietary Function Funds if a separate budget is filled.

City of David City in Butler County

Line No.	2018-2019 ACTUAL/ESTIMATED Disbursements & Transfers	Operating Expenses (A)	Capital Improvements (B)	Other Capital Outlay (C)	Debt Service (D)	Other (E)	TOTAL
1	Governmental:						
2	General Government	\$ 268,140.00		\$ 2,800.00			\$ 270,940.00
3	Public Safety - Police and Fire	\$ 284,058.00		\$ 36,250.00			\$ 320,308.00
4	Public Safety - Other						\$ -
5	Public Works - Streets	\$ 484,569.00	\$ 2,719,600.00	\$ 19,900.00	\$ 141,100.00		\$ 3,365,169.00
6	Public Works - Other	\$ 8,985.00					\$ 8,985.00
7	Public Health and Social Services						\$ -
8	Culture and Recreation	\$ 408,837.00	\$ 261,500.00	\$ 2,000.00			\$ 672,337.00
9	Community Development	\$ 1,868.00			\$ 5,720.00		\$ 7,588.00
10	Miscellaneous						\$ -
11	Business-Type Activities:						
12	Airport						\$ -
13	Nursing Home						\$ -
14	Hospital						\$ -
15	Electric Utility	\$ 4,000,032.00					\$ 4,000,032.00
16	Solid Waste						\$ -
17	Transportation						\$ -
18	Wastewater	\$ 426,230.00	\$ 2,115,146.00	\$ -	\$ 161,400.00		\$ 2,702,776.00
19	Water	\$ 607,567.00	\$ 150,000.00		\$ 192,873.00		\$ 950,440.00
20	Other						\$ -
21	Proprietary Function Funds						\$ -
22	Total Disbursements & Transfers (Ln 2 thru 21)	\$ 6,490,286.00	\$ 5,246,246.00	\$ 60,950.00	\$ 501,093.00	\$ -	\$ 12,298,575.00

- (A) Operating Expenses should include Personal Services, Operating Expenses, Supplies and Materials, and Equipment Rental.
- (B) Capital Improvements should include acquisition of real property or acquisition, construction, or extension of any improvements on real property.
- (C) Other Capital Outlay should include other items to be inventoried (i.e. equipment, vehicles, etc.).
- (D) Debt Service should include Bond Principal and Interest Payments, Payments to Retirement Interest-Free Loans from NDA (Airports) and other debt payments.
- (E) Other should include Judgments, Transfers, Transfers of Surplus Fees, and Proprietary Function Funds if a separate budget is filed.

City of David City in Butler County

Line No.	2017-2018 ACTUAL Disbursements & Transfers	Operating Expenses (A)	Capital Improvements (B)	Other Capital Outlay (C)	Debt Service (D)	Other (E)	TOTAL
1	Governmental:						
2	General Government	\$ 254,143.00		\$ 2,917.00			\$ 257,060.00
3	Public Safety - Police and Fire	\$ 283,609.00					\$ 283,609.00
4	Public Safety - Other						\$ -
5	Public Works - Streets	\$ 338,853.00	\$ 3,821,133.00	\$ 9,450.00	\$ 325,072.00		\$ 4,494,508.00
6	Public Works - Other	\$ 8,673.00					\$ 8,673.00
7	Public Health and Social Services						\$ -
8	Culture and Recreation	\$ 383,471.00	\$ 20,000.00	\$ 12,053.00			\$ 415,524.00
9	Community Development	\$ 5,530.00	\$ 413,506.00				\$ 419,036.00
10	Miscellaneous						\$ -
11	Business-Type Activities:						
12	Airport						\$ -
13	Nursing Home						\$ -
14	Hospital						\$ -
15	Electric Utility	\$ 3,934,129.00	\$ 99,093.00				\$ 4,033,222.00
16	Solid Waste						\$ -
17	Transportation						\$ -
18	Wastewater	\$ 492,542.00	\$ 182,864.00		\$ 188,317.00		\$ 863,723.00
19	Water	\$ 526,761.00	\$ 859,158.00	\$ 19,792.00	\$ 199,479.00		\$ 1,605,190.00
20	Other						\$ -
21	Proprietary Function Funds						\$ -
22	Total Disbursements & Transfers (Ln 2 thru 21)	\$ 6,227,711.00	\$ 5,395,754.00	\$ 44,212.00	\$ 712,868.00	\$ -	\$ 12,380,545.00

- (A) Operating Expenses should include Personal Services, Operating Expenses, Supplies and Materials, and Equipment Rental.
- (B) Capital Improvements should include acquisition of real property or acquisition, construction, or extension of any improvements on real property.
- (C) Other Capital Outlay should include other items to be inventoried (i.e. equipment, vehicles, etc.).
- (D) Debt Service should include Bond Principal and Interest Payments, Payments to Retirement Interest-Free Loans from NDA (Airports) and other debt payments.
- (E) Other should include Judgments, Transfers, Transfers of Surplus Fees, and Proprietary Function Funds if a separate budget is filed.

Municipality Levy Limit Form
 City of David City in Butler County

Political Subdivision	Personal and Real Property Tax Request (Column A)	Judgments (Not Paid by Liability Insurance) (Column B)	Pre-Existing Lease - Purchase Contracts-7/98 (Column C)	* Bonded Indebtedness (Column D)	Interest Free Financing (Public Airports) (Column E)	Tax Request Subject to Levy Limit [(Column A) MINUS (Columns B, C, D, E)]	Valuation (Column G)	Calculated Levy (Column H) [(Column F) DIVIDED BY (Column G) MULTIPLIED BY 100]
City/Village -	743,398.49					743,398.49	148,679,695	0.500000

Others subject to allocation-

						-		-
						-		-
						-		-
						-		-

Off-Street Parking District

Calculated Levy for Off-Street Parking District = (Column F) DIVIDED BY (Column G) MULTIPLIED BY 100 MULTIPLIED BY (Column H)	
DIVIDED BY (Column G (City/Village Line))	

NOTE:

Municipality Levy Limit is 45 cents plus 5 cents for interlocal agreements. (77-3442)

Total Calculated Levy can ONLY be greater than 45 cents if there is Interlocal Agreements.

The Calculated Levy for Interlocal Agreements should be the maximum of 5 cents OR LESS.

Others subject to allocation may include airport authorities, community redevelopment authorities, off-street parking districts, and transit authorities.

* Tax Request to Support Public Safety Communication Projects

(Box 5)

* Tax Request to Support Public Facilities Construction Projects

(Box 6)

* State Statute Section 86-416 allows for a special tax to fund public safety communication projects. The tax has the same status as bonded indebtedness. State Statute 72-2301 through 72-2308 allows bonds to be issued for Public Facilities Construction Projects. Amounts should be included in Bonded Indebtedness above. Please indicate the amount specifically used for the communication project in Box 5 and the Construction Projects in Box 6. Board minutes documenting the approval of the taxes must be included.

SEE INDEPENDENT ACCOUNTANTS' COMPILATION REPORT

Levy Limit Form - Page 11

Total Calculated Levy
 [Total of (Column H)]
 0.500000
 (Box 1)

Tax Request to Support Interlocal Agreements
 74,339.84
 (Box 2)

Calculated Levy for Interlocal Agreements
 [(Box 2) DIVIDED BY (Column G (City/Village Line))
 MULTIPLIED BY 100]
 0.050000
 (Box 3)
 5 Cents or LESS

Calculated Levy For Levy Limit Compliance
 [(Box 1) MINUS (Box 3)]
 0.450000
 (Box 4)

Council member Hotovy introduced Ordinance No. 1354 amending the budget for the City of David City for fiscal year 2019 – 2020. Mayor Zavodny read Ordinance No. 1354 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 Pat Meysenburg seconded the motion. Voting AYE: Council members Kobus, Vandenberg, Bruce Meysenburg, Hotovy, Trowbridge, and Pat Meysenburg. Voting NAY: None. The motion carried.

Council member Hotovy made a motion to pass and adopt Ordinance No. 1354 on the third and final reading. Council member Bruce Meysenburg seconded the motion. Voting AYE: Council members Bruce Meysenburg, Trowbridge, Vandenberg, Hotovy, Pat Meysenburg and Kobus. Voting NAY: None. The motion carried and Ordinance No. 1354 was passed on 3rd and final reading as follows:

ORDINANCE NO. 1354
AMENDING THE ANNUAL BUDGET

AN ORDINANCE OF THE CITY OF DAVID CITY, NEBRASKA, AMENDING THE BUDGET FOR THE CITY OF DAVID CITY; TO PROVIDE FOR THE REPEAL OF ANY ORDINANCE OR SECTION OF ANY ORDINANCE PASSED AND APPROVED PRIOR TO THE PASSAGE, APPROVAL, AND PUBLICATION OR POSTING OF THIS ORDINANCE, TO PROVIDE FOR AN EFFECTIVE DATE THEREOF; AND TO AUTHORIZE PUBLICATION IN PAMPHLET FORM.

WHEREAS, a Notice of Public Hearing was published in the local Banner Press on July 16, 2020 stating that the governing body would meet on the 22nd day of June, at 7:15 p.m. at the City Office, 557 N 4th Street for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to amending the budget which was originally adopted on the 11th day of September, 2019;

WHEREAS, the Public Hearing provided a summary of the proposed revised budget and a summary of the originally adopted budget; and

WHEREAS, no one from the public expressed opposition to amending the budget.

THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DAVID CITY, BUTLER COUNTY, NEBRASKA, AS FOLLOWS:

SECTION 1. That the budget for the City of David City is hereby amended as presented in the Notice of Public Hearing and approved at the July 22, 2020, Council Meeting.

SECTION 2. That any ordinance or section of any ordinance passed and approved prior to or subsequent to the passage, approval, and publication or posting of this ordinance and in conflict with its provisions, is hereby repealed.

SECTION 3. This ordinance shall be published in pamphlet form and shall take effect and be in full force from and after its passage, approval, and publication or posting as required by law.

PASSED AND APPROVED this 22nd day of July, 2020.

Mayor Alan Zavodny

Deputy City Clerk Tami Comte

Leah Meyer, Program Manager for the Nebraska Recycling Council was present and gave a presentation regarding the options for garbage and recycling.

Leah Meyer said, "I will begin by reviewing what I've heard to be some of the primary concerns. I want to hear from you that I'm not running on in an area that is not useful to you or into what you need right now. In talking with Clayton and Chris, the two areas of strongest concerns are regarding the actual collection of garbage as well as recycling, with a consideration of going to a contracted hauler and the recycling center itself. Up to this point, until very recently, materials have not been able to be moved due to the cost, low commodity cost of the materials, low return and, of course, the rate of transportation and everything that goes along with the expense of a recycling center. Some concerns about the equipment and possibly a relationship with the materials recovery facility are a consideration as well. That's the summary that I have. Can you all confirm that those are the primary concerns or if there are other areas that need to be addressed?"

Mayor Zavodny said, "I think that covers my understanding of what our situation is."

Leah Meyer said, "To start with the question about going to a contracted hauler, right now, David City has open hauling, allowing residents to subscribe to the garbage collection of their choice, and to my understanding, there may only be one provider that actually provides recycling. Each hauler is going to charge at the residential and individual rate or a rate based on their own company. Before you, I have an overview of southeast Nebraska, a qualitative survey that we began in January of this year. We had about a seventy percent response rate, so while this is by no means one hundred percent participation, it is comprehensive of what recycling, contracted recycling and garbage collection looks like for some of the communities here in southeast Nebraska that you may be able to find a comparable comparison. You can see here that the average rate of recycling and garbage collection with a contracted hauler is approximately \$15 per month for a household. This varies, based on, possibly, if the household wants a can. Some of these communities only collect recycling twice a month, or once every other week. But, in general, we have found that contracted garbage collection and recycling is less expensive for the resident and plus additional benefits to community, namely in consistency in pickup and less wear and tear on the streets. Clayton has shared with me that there are concerns from the City Council about whether any provider would actually bid and whether the size of David City is large enough or if there are enough haulers in the area. I provided the second table below. The first table is to demonstrate the number of haulers in the region, in Butler County as well as the contiguous counties. You can see that there are, of the haulers

operating in these counties, that quite a few of them have won the bid for these communities that are listed above that have garbage and recycling. Are there any questions on that?"

Mayor Zavodny said, "Maybe I've been led astray on this, but it was my understanding that Waste Connections wasn't doing that anymore. This has become so volatile over the past six months to a year, with cardboard dropping the price to almost zero, so the difference in what it takes to even collect it and then haul it anywhere became cost prohibitive. Has anything changed? What is the difference of being able to do it where we can't?"

Leah Meyer said, "I guess I would have the question of, is David City able to have your own ability to haul? Do you have your own equipment or material?"

Mayor Zavodny said, "We haven't. What we did is that we just housed the trailers and when they got full, they would come and get it. We were paying a person to collect it and just the expenses of fixing our equipment, which is obviously older because we've been doing it a while. I think that we got to a crossroads and why this Council is starting to think about it is that the price went away, our loss grew significantly."

Leah Meyer said, "Absolutely. I've been hearing that from other recycling centers in southeast, as well as throughout Nebraska. As you recently learned, it's hard to move that material and the price does fluctuate considerably. I would separate these two points, the curbside garbage collection and introducing the curbside recycling, if that is of interest. Separate that from the recycling center and that issue entirely, because with the contracted hauling, you would have that question, or that concern of being able to move the materials would be built into the contract and there are ways to do it where, the City, at a certain point, may get a return on commodity, if there is a return, but otherwise, your residents would be paying more of that flat rate without those price fluctuations."

Mayor Zavodny said, "The numbers that you provided, some are significantly less than what our residents are seeing, so that's a concern because there has been a large growth in our expenses in garbage hauling. So, that's one concern and, I guess, from logistics from what you've seen, does every utility address get put into the mix for the bid, or how are cities doing that? How do they structure the bid?"

Leah Meyer said, "So, on the reverse page, the majority of these communities are carrying that bill on their water/sewer. We like to look to Broken Bow as a really good example, who actually add an administrative fee for certain costs which I list here to be – some of the repair concerns that have been brought up, could go directly to the general fund or toward some of the households that may not be as able to manage that which have a discount. That, I've seen a bit of a challenge, but worth exploring. But, in any case, to your question, I've really only seen it done on a water/sewer bill. I will say that Union has their hauler bill their residents separately and, you can see on the first page that their garbage collection and recycling is actually the highest. In their contract they agreed to annual increases based on completion and costs. They also did not include a non-compete Ordinance so other haulers were able to come in and subscribe. It's not a sustainable model. You don't have to have the annual increases in your contract. It really depends on how it's constructed. I included it in there as an option. But, the majority of communities will have it on their water/sewer bill."

Council member Kobus said, "Does Nebraska have any laws on recycling for towns, like they used to, that mandates a certain type? Do they still have that?"

Leah Meyer said, "So, Clayton brought up that concern. There is no current mandate that communities must provide recycling. I've only seen regional municipal ordinances, but not here in Nebraska. The closest that I've seen is a northern town in Kansas, so it's nothing to be worried about in this instance."

Mayor Zavodny said, "Are there other questions?"

Leah Meyer said, "Regarding curbside collection specifically."

Council member Trowbridge said, "It appears that the basis that your organization comes from deals with organized trash and recycling and collection systems, which we don't have. We have open, and we don't have one hundred percent of the people contracted with a carrier. The carriers won't tell us how many they have. Does that sound reasonable for most communities?"

Leah Meyer said, "In a survey of southeast Nebraska, we found about half of the communities have contracted hauling and the other half to be open hauling. Our organization, we don't push for either one or the other. We do find that recycling rates do go up with contracted recycling, which is why we promote it, or rather support it. We support communities that want to build that, because it does increase recycling rates. But, ultimately, we want what's best for your community, so if that means having a trailer in town and looking for the best ways to move that trailer, currently having a recycling center and how to address some of the concerns there, we take your advisement and consultation on that."

Council member Trowbridge said, "Is the expectation of the State of Nebraska that each community be responsible for garbage collection and disposal at a certified site. Are we responsible for seeing that happens?"

Leah Meyer said, "For garbage?"

Council member Trowbridge said, "Is the City responsible for seeing that our citizens' refuse goes to a certified landfill?"

Leah Meyer said, "I really wouldn't be able to make a statement on what the State of Nebraska would require."

Mayor Zavodny said, "Ok. A couple more questions. When we lived in Fairbury, they operated their own city garbage service and we certainly don't want that option because that is just a hassle, another department and all kinds of expense with that. I know that one of the concerns has been, and I don't think it's just been anecdotal, I think we have a lot of citizens who don't have any garbage hauling. We do know that some of it ends up in trash cans, maybe, in the park. So, I think that having it be part of the City services, is probably a good idea. I have a hard time believing that every utility payer doesn't generate some garbage. It's just impossible to imagine. It has to really be one hundred percent compliance. Since I just got this, I really haven't had time to look at it, but I'm assuming that the person that you have listed from Baird-Holm, they are the expert at writing the non-compete clauses that would cover the City. So, your expertise is recycling. Where is it going now? Why did this get to where we are at?"

Leah Meyer said, "That's a really good question. So, where to start. You are already addressing or recognizing some of the local influences so I, personally, with talking to haulers have heard directly from them that things like the Lincoln Ordinance that cardboard could no longer be sent to the landfill has flooded the market with cardboard and it dropped the price, making it difficult to move. That, regionally, Nebraska is just a micro influence on the market. We do have, in Nebraska, Kansas and Missouri, there are markets and mills that can process that. There are some materials where, plastics one and two, highly valuable plastics, depending on the end market of the mill that the processing center uses, they may or may not be accepting materials at the time that the processing center wants to send them out. It's a challenging chain that a lot of the organizations in the Midwest and throughout the country are looking to, kind of, direct policy changes towards. In the meantime, you'll see that this is a service that residents are asking for and you'll see that it diverts landfills from filling up as quickly. So, we do see that it does have benefits directly to the community and we hope to grow it larger so that it's not as much of a financial burden on communities as time goes on."

Mayor Zavodny said, "Alright. Anything else that you think you need to share with us?"

Leah Meyer said, "I wanted to address the recycling center concern. Again, I'll give a regional example. The recycling center in David City, I understand, is owned by the City. In terms of management of the center, if it becomes a burden on the City. I would have you look to Beatrice, who owns their center but leases it out to, I believe, Sanitary Garbage. I've also heard from Clayton about some frustrations about the equipment there as well as the relationship with the processing center. So, those are all steps that could be taken, and we're here to support it."

Mayor Zavodny said, "Besides Beatrice, how many other communities choose that option?"

Leah Meyer said, "Leasing?"

Mayor Zavodny said, "Yes. Are there very many others?"

Leah Meyer said, "Here in Southeast Nebraska, the majority are privately owned. Yours and Beatrice are the only ones coming to mind that are city owned."

Mayor Zavodny said, "That's good to know. I would go on record as saying that I know that our citizens loved it and were certainly very good about utilizing it. You saw the same people every week bringing their weekly stuff. The economics have changed so drastically that we have to look at something else. Any other questions? Anything else that you want to cover?"

Joan Vandenberg said, "Are you just talking about the recycling and not the garbage individual pickup?"

Mayor Zavodny said, "We're talking about all of the options that we have available because it might be a combination system. It could be leasing the recycling center."

Joan Vandenberg said, "My concern, why I'm here, is a single household going to be charged the same as a family of six, with this?"

Mayor Zavodny said, "That's a really good question. To me, what keeps the price down for everyone is economies of scale. I think those companies realize that some people are going to have very small amounts of garbage and a family of six or eight is going to use a lot more so I think that there are some averages that goes on in that consideration. So, to be competitive, they are going to have to bid based on what an average would be."

Joan Vandenberg said, "I've been talking to different people and I pay a lot less than most of them do."

Mayor Zavodny said, "That's what we are seeing. Most of the people that we have been talking to, theirs has gone up exponentially. That's a great question."

Jim Angell said, "If it's going to be on everybody's utility bill, I've heard it tonight that not everybody is paying for a garbage service. I don't pay for a garbage service either, not directly. Indirectly, I do, because it's part of my rent in Lakeside Estates. It's also part of the rent where I have my business because my landlord there has a dumpster and he said that I can use it, but it's figured in my rent. How do you address that?"

Mayor Zavodny said, "I think that what happens is that they are going to have a utility bill at your business and I think that where you live is a little more complicated of an issue, because that's almost a community dump spot for the people who live there. There's a lot to be worked out. We're on step two of probably one hundred of considerations of how to make this work, even if we go that route. I don't think that we're sitting here thinking that we're going to reinvent the wheel. What we're going to do is figure out who is doing it best, and what are the best practices and see if we can incorporate those into a plan that we can execute."

Council member Trowbridge said, "There are items beyond the scope of what we visited about tonight that affect these decisions. Number one, will the garbage hauler, the Triple "S" from Shelby, U & I from Columbus, have the ability to make three or four dump trips per day, in the future? The answer is, probably not if they have to go to Glenwood, Iowa or York, Nebraska, to unload, they are going to make half of the number of trips that they made before. Now, if the city puts in a transfer station, which is really a dream, that wouldn't happen, or the county puts in a transfer station. Now, how do you pay for the transfer station? We don't know those answers at this point in time and it significantly impacts where we go in the future."

Mayor Zavodny said, "I would view that as a significant expense with probably DEQ. We've all driven down the highway, at least I have when I'm going to Wayne and get behind those trucks that don't cover very well and stuff is flying at you. It happens to me north of Schuyler all the time. There are issues with hauling long distances."

Council member Trowbridge said, "Columbus has a transfer station and they have a \$2 per month billing to every utility customer in the City of Columbus, which there are probably 12,000 of them, twelve months out of the year, they get a \$2 bill on their utilities. Then, they have to pay for pickup of trash above that."

Mayor Zavodny said, "I worry about the cost of a transfer station and maintenance. My concern is, in the not too distant future, given the size of our landfill, that may be a required option that we're stuck with. Unless we have a hauler that can figure out a way to do it better. Thank you for your time and for sharing the information with us."

Southeast Nebraska Hauling and Recycling Contracting Overview

Based on qualitative surveying of clerks and utility managers, this information is accurate as of May 2020.

Southeast Communities Currently Providing Contracted Garbage and Recycling Curbside Pickup

Community	County	Pop.	Monthly Residential Rates	Hauler(s)
Crete	Saline	7082		Garbage Company
Aurora	Hamilton	4533	\$11.95	Mid-Nebraska Disposal
Auburn	Nemaha	3307	\$13.00	American Recycling and Sanitation
Louisville	Cass	1295	\$13.00	Papillon Sanitation
Ceresco	Saunders	889	\$12.41	Waste Connections
Adams	Gage	611	\$21.49	Waste Connections
Union	Cass	424	\$25.00	Papillon Sanitation
Unadilla	Otoe	319	\$17.90	Papillon Sanitation

Haulers Operating in Butler, Polk, Saunders, Seward

Counties Operating	Haulers
Butler	Rons Refuse
	Triple S
	U&I Sanitation
	Waste Connections
Polk	Carl's Scrap
	Triple S
	Waste Connections
Saunders	Gretna Sanitation
	Papillon Sanitation
	Roadrunners Transportation
	S2 Garbage Services
	Waste Connections
Seward	Lancaster County Waste
	Trash Panda
	Uribe

Billing:

- Carry on utility
 - o Ex: Broken Bow, Custer County
 - o Carried on water/sewer bill
 - o Can include an additional administrative fee, to cover certain costs – recycling center repairs, general fund, subsidy for elderly or low-income.
- Hauler bills residents directly:
 - o Ex: Union, Cass County
 - o Should have a non-compete ordinance in place. In Union, residents subscribe to other, less expensive haulers, eliminating the benefits of contracting.

Contracting Support

- Vanessa Silke of Bard Holm LLP is recommended by the League of Nebraska Municipalities for municipal contract construction and review.

Vanessa Silke
vsilke@bairdholm.com
O: 402-636-8266
C: 402-770-2478

Recycling Center

- Leasing options
 - o Beatrice, Gage County. Has leased recycling center to Sanitary Garbage for approximately 50 years.
- Equipment
 - o Questions on transferring or support on repairs. Baler has 3-5 years of life in it.
 - o Can transfer to another municipality with NET approval. If selling, must return funds to NET.
- Consider contracting directly with MRF
 - o Currently using First Star in Omaha with option to use GreenQuest in Lincoln.
 - o MRF contracts can limit or eliminate financial spikes by establishing processing fees, including revenue sharing for higher than average commodity prices, and increase resident confidence and satisfaction through dedicated reporting, feedback on residue and rejected loads, and provide education for residents, which can also be in hauler contract.

Organized Trash and Recycling Collection

Better Service at a Better Price



Across Nebraska, there are three methods commonly used to provide trash and recycling collection services to residents. Some cities run their own trucks. Others contract with a single company to service residents. However, in the majority of Nebraska communities, trash is collected in an open subscription system. This means each resident must contract individually with a company for services. Unfortunately, while being the most widely used, this system is also the most inefficient—resulting in higher prices, more truck traffic, increased road damage, inconsistent service levels, greater safety concerns, and higher greenhouse gas emissions. Plus, it is less likely to include curbside recycling collection.

An organized trash and recycling system saves residents money, increases recycling, reduces wear and tear on city streets, and provides fair prices.

More than 70% of U.S. cities use an organized trash and recycling system to provide more comprehensive services at a better price, either through a contract or through city-run trucks. A statewide study in Minnesota found that residents with organized collection systems saved up to 30% on their trash bills and recycled almost 15% more than residents with open subscription services.

LOWER PRICES THROUGH COMPETITION, ECONOMIES OF SCALE

Residents benefit when their municipality has better control of the trash and recycling collection programs and when trash companies compete to offer the lowest price. **The best method to drive this competition is when the city puts out a contract for trash and recycling services.** It creates a transparent process whereby the trash haulers compete with one another to offer the best services for the lowest price. It also allows the municipality to structure the contract to fit the specific needs of the community, require measurement and accountability, and negotiate additional services.

The biggest expenses for garbage haulers are the driver and the truck. When a hauler collects materials from every home on the street, they can efficiently spread the costs of the truck and the driver across every household, which means they can also offer a lower price. **The best way to get the best price on trash service is to provide services to every house on the block, just like other types of utilities.**



Benefits of organized trash service

- Bundled services to all residents, e.g. curbside recycling, yard waste collection, bulky item pickups, etc., often at little or no additional cost
- Fair, consistent prices and same quality of service for all residents
- Fewer trucks on the street = safer neighborhoods, less noise pollution, reduced road wear, and reduced fuel consumption, resulting in cleaner air
- Fewer illegal dumping and solid waste complaints because all residents have trash service
- Improved neighborhood aesthetics by having trash cans out on one day, not every day
- Increased recycling rates

**Benefits of
ORGANIZED HAULING
compared to
OPEN SUBSCRIPTION SYSTEMS**
*(averages based on statewide study
in Minnesota)*

200 - 400%

Savings on fuel by reducing
truck traffic

\$36 - \$72

Annual savings per household on
trash expenses

\$100,000

Savings per year on street repairs

15% Increase in recycling rate

SAFER, CLEANER STREETS AND REDUCED COSTS

Garbage trucks cause tremendous damage to city streets and alleys because they are heavy and make frequent stops. Each truck is the equivalent of 1,000-1,400 vehicles per day, disproportionately adding to the city's road repair and maintenance costs.

Under a subscription-based system, anywhere from 2 to 8 different haulers might drive up and down neighborhood streets every day of the week to collect trash and recycling. When a city provides organized trash collection, it means there is only one company driving on the same street. Fort Collins, CO estimated it could save \$170,000 per year in street maintenance by switching to an organized collection system and reducing the number of garbage trucks on each street.

Large garbage trucks are also a safety hazard. Fewer trucks on the street for fewer days improves traffic safety. It also reduces air and noise pollution, resulting in cleaner, safer neighborhoods.

CURBSIDE RECYCLING

Curbside recycling greatly increases the convenience of recycling, which increases participation and reduces the amount of trash going to landfills. Nearly 25% of Nebraska residents say it is too hard to take materials to drop-off center and another 25% say lack of curbside service is a primary barrier to recycling. When recycling is automatically provided to residents as part of their trash service, residents recycle 40% more than programs where residents have to subscribe to recycling.

By providing more efficient trash collection to residents through organized collections, many cities are able to add city-wide curbside recycling at the same or lower cost as they are currently paying for trash-only collection. Nebraska communities with organized recycling are more likely to have either recycling drop-off centers or curbside recycling compared to communities with open subscription systems, according to a statewide study.

Organized collection saves money for both residents and communities: Residents pay less for trash services and communities spend less on street repairs.

Funded by



ORGANIZED TRASH IS A PROVEN SOLUTION

Organized trash and recycling collection is a great option for any community and is widely used. Communities with control over their collection system improve efficiency, lower costs, and ensure all residents have trash collection. Trash contracts can work for Nebraska communities of all sizes, from the Missouri River to the Panhandle and all parts in between.

Learn more about the benefits of organized collection and get support to move your community to this type of system at www.nrcne.org.

Who Pays for Recycling?

How Local Governments Can Save Money and Increase Recycling with Extended Producer Responsibility Programs



Across the U.S., local governments are increasingly being asked to pay more to support local recycling programs. In many rural areas, communities are struggling to maintain these programs. While recycling is popular with residents and delivers proven environmental benefits, there is growing recognition that the economics are unsustainable unless product manufacturers share some of the responsibility.

While local governments have traditionally borne the costs of solid waste programs, new approaches are gaining momentum around the world that shift some of the costs and responsibilities from local governments and taxpayers to product manufacturers. Under these programs, product manufacturers are responsible for designing, financing, and managing recycling programs for their products. Known

The goal of Extended Producer Responsibility (EPR) programs is to require that product manufacturers take ownership of end of life systems for their products—by establishing, funding, and managing these systems—with state or national government setting the performance goals and ensuring accountability and transparency. This provides incentives for manufacturers to prevent waste at the source, promote sustainable product design, and in effect, support community recycling goals and programs.

EPR programs began in Europe more than 20 years ago and have spread to every continent. Across the U.S., there are 116 policies in 33 states directed at 14 different types of products. These include bulky or hard-to-recycle materials such as electronics, paint, mattresses, carpet,

Benefits of EPR Policies

- Reduces costs to taxpayers
- Expands access to convenient recycling locations and services
- Encourages manufacturers to design products to be more recyclable and less toxic
- Eliminates the cost to consumers at the end of product life

Over 60% of Nebraskans agree that manufacturers should pay the costs of providing recycling services for the products they create.

as Extended Producer Responsibility (EPR), this results in greater access to recycling and improved recycling rates, a shift toward environmentally sustainable products and packaging, and reduced costs to local governments.

EXTENDED PRODUCER RESPONSIBILITY & PRODUCT STEWARDSHIP

Product manufacturers and brand owners control how a product is designed, including the materials used and the manufacturing process. This means they have the most direct influence on whether their products and packaging can be recycled. Yet in most cases, producers have no stake in the success of local recycling programs. Instead, the costs to recycle or dispose of these materials falls on consumers and local governments.

fluorescent lighting and pharmaceuticals.

Under most EPR programs, producers charge a small fee upon the sale of their product, then use this fee to develop or expand recycling programs. The consumer pays the fee upfront when they buy the product, instead of when the product is discarded.

The shelf price reflects the full cost of the product, including the cost to manage it at end of life, greatly increasing the likelihood that it will be recycled.

**\$20-27
MILLION**

Amount local governments in Nebraska could save per year in tax dollars by implementing EPR programs for hard-to-recycle products.



Local governments can save money with EPR policies in two ways:

1. Producers take over the recycling programs or pay the municipality to collect, transport or recycle the materials.
2. Communities without existing programs have new convenient services, reducing disposal costs. For example, many EPR programs focus on products collected through household hazardous waste programs, which are very expensive for local governments to operate. Through EPR, the producers may either take over the program or pay the government for their costs to continue to run the programs.

POTENTIAL COST SAVINGS TO LOCAL GOVERNMENTS BY PRODUCT TYPE

- Electronics: \$2.73 per person
- Fluorescent lamps: \$0.76 per person
- Mattresses: \$0.55 per person
- Paint: \$1.99 per person
- Pharmaceuticals: \$0.90 per person

EPR IN ACTION ACROSS THE U.S.

ELECTRONICS

Electronic wastes contain toxic substances such as lead, mercury, and brominated flame retardants, which threaten public health and the environment if not properly managed when no longer in use. EPR policies for electronics are in place in 23 states, saving local governments millions of dollars, creating jobs in recycling, and protecting our environment.

PAINT

Colorado is one of 10 states to adopt an EPR policy for paint. Manufacturers charge a small fee of 75 cents per gallon of paint to fund collection infrastructure, and nearly 95% of the state now has access to paint recycling within 15 miles.

MATTRESSES

More than 50,000 mattresses are thrown away each day in the U.S., and less than 5% are recycled. Three states have now adopted EPR policies for mattresses to help develop the infrastructure and markets for managing these bulky items and reduce illegal dumping.

Nebraska participates in some of the national voluntary take-back programs, such as the Call2Recycle program for rechargeable and cell phone batteries. Plus, nearly 200 Nebraska pharmacies participate in a state-funded, voluntary take-back program for used prescription drugs and medications, providing residents with safe disposal options that protect groundwater supplies from improperly discarded pharmaceuticals.

Learn more! Learn more about the principles of EPR and track who's taking action across the U.S. through the Product Stewardship Institute at www.productstewardship.us. Then reach out to Nebraska Recycling Council to get involved in statewide efforts to develop EPR policies at www.nrcne.org/resources/recycling or call (402) 438-2384.



References

- California Product Stewardship Council, www.cpsc.org
- Product Stewardship Institute, www.productstewardship.us
- PaintCare Colorado, www.paintcare.org
- Nebraska Annual Retail Industry Survey (2012), www.boards.com/retailers/files/Go2backof-8/08011201.pdf

Best Practices in Resource Recovery

Container and Signage Standardization



Imagine if traffic signs were a different shape and color in every state, town, or city block. It would create a lot of confusion and cause accidents. Numerous studies have shown that using consistent design elements for recycling containers paired with well-matched messaging is the key that unlocks the puzzling rules of recycling.

When designing recycling programs, it is important to acknowledge that humans are creatures of convenience. Little things can make a big difference in human behavior. For example, separating recycling and trash containers by even a few steps reduces recycling participation and increases the likelihood of contamination.

Whether it be for your municipality's drop-off sites, curbside recycling containers, indoor recycling stations, or deskside, there are seven key design elements that smooth the way for better recycling.



Standardizing visual clues, such as consistent recycling station styles, placement, colors, labels, messaging, and restrictive container openings helps take the guesswork out of recycling. These practices are proven to encourage more recycling and decrease contamination in recycling bins.

CONTAINER DESIGN

Use the same style of containers throughout your domain. Once people get the hang of it in their immediate area, using like-containers anywhere else is a snap. The only exception to this rule is that "back-of-house" containers can sometimes look different from public-facing containers for practical reasons such as function, size, weight, or cost. As long as the other standard design elements are followed, this should pose no confusion for employees.

CONTAINER PLACEMENT

One of the most important aspects of successful recycling programs is placement of containers. High-traffic areas, areas in which larger volumes of materials are being generated, areas where people congregate, entrances, and exits are likely candidates for recycling station placement. A common mistake is to place recycling bins and trash bins apart from one another. This practice only encourages less recycling and more contamination in recycling bins. It is essential that every recycling bin has a trash bin at its side and that all un-paired bins are eliminated.

Recycling at Work

A "Recycling at Work" study commissioned by Keep America Beautiful was conducted over a six-month period in 2014. The study found that deskside recycling bins paired with smaller "saddle-bag" trash bins increased recycling from 65% to 85% and reduced contamination in the recycling bin by 20%. It also reduced the amount of recyclables in the trash from 29% to 13% and the amount of office paper in the trash to almost zero.*

http://recyclingatwork.org/wp-content/uploads/2015/02/Workplace-Recycling-Research_KAB_2015.pdf

COLOR-CODING

While there are no universally-adopted, "official" colors for containers, labels, and signs, an informal standard has emerged.

Blue = Recycling

Black = Landfill

Green = Organics



Funded by

NEBRASKA
DEPT. OF ENVIRONMENT AND ENERGY

The Nebraska Environmental Trust
"Protecting Nebraska's Natural Resources"

SIGNS AND LABELS

The instructions on a sign or label should be understood at a glance. The use of images is essential. The first task is to define what materials are being generated and likely to be discarded in the container(s). Secondly, know what your recycling processor accepts for recycling and if there are any preparations needed before they are placed in the recycling bin, e.g., empty contents, caps on or caps off, etc. Key words are important, but keep them few, simple and concise. If there are large populations of non-English speakers, it is useful to include key words in additional languages as well.

For great examples of signs designed with these elements visit:
<https://www.recycleacrossamerica.org/labels>
and <http://recyclingpartnership.org/DIYSigns/>

LABEL PLACEMENT

Place labels on collection containers for easy viewing. Eye-level signs or labels are the most effective, particularly in high-traffic areas or where there are events that draw large crowds. It will be harder to read and respond to the signage if it is low and blocked from view, making it less convenient for users to choose the right bin.

RESTRICTED OPENINGS

Restricted openings on the tops of recycling containers help the user quickly distinguish which container is appropriate for their material. Examples are small round openings for aluminum cans and plastic beverage containers and slits for office paper.

MESSAGING

Keep messaging consistent across all recycling bins, emails, fliers, and other materials. Relying solely on recycling information without compatible recycling and trash containers does not improve recycling behavior.



Nebraska Recycling Council can help your municipality, business, or institution with the design and selection of recycling bins, signage, placement, and messaging. Contact us at 402-436-2384 for assistance.

For more Best Practices Fact Sheets visit: www.nrcne.org

Deb Dinkelman was present and stated that she is President of the Friends of David City, LLC. She stated that their group met with Eric Crouch from Miracle Recreation Co. to discuss equipment upgrades to the Jaycee Park on Ninth and M Street. She stated that it would not be an expense to the City. Their group is hoping to raise around \$30,000 for the project. They want to add on to the existing park. Jake Witter is doing an Eagle Scout project in which he is installing a bike rack and refurbishing the swing set at the Jaycee Park. Deb Dinkelman asked if they could get City assistance for moving equipment and things that some city employees could possibly help get completed.

Council member Trowbridge stated that he would like to see rubber mulch used as a ground cover under the playground equipment because it will last so much longer. There is a possibility that a recycling grant could be used for a part of the rubber mulch.

Council member Bruce Meysenburg made a motion to allow the Friends of David City, LLC to pursue improvements to the Jaycee Park at the corner of Ninth and M Street. Council member Kobus seconded the motion. Voting AYE: Council members Vandenberg, Hotovy, Pat Meysenburg, Trowbridge, Kobus and Bruce Meysenburg. Voting NAY: None. The motion carried.

Interim Water Supervisor Aaron Gustin stated that he was going to ask if he could purchase a used ISCO 5800 Sampler from Henningsen Foods, Inc., however they were able to locate an old portable sampler that is significantly smaller and he was able to repair it so that it will work until next fiscal year.

Council member Trowbridge made a motion to table purchasing a used ISCO 5800 Sampler from Henningsen Foods, Inc. to a future date. Council member Hotovy seconded the motion. Voting AYE: Council members Trowbridge, Kobus, Hotovy, Vandenberg, Pat Meysenburg and Bruce Meysenburg. Voting NAY: None. The motion carried.

Council member Trowbridge made a motion to accept the proposal from Latitudes Environmental, LLC to renew the NPDES Wastewater Permit in the amount of \$1,875. Council member Hotovy seconded the motion. Voting AYE: Council members Bruce Meysenburg, Hotovy, Pat Meysenburg, Kobus, Trowbridge, and Vandenberg. Voting NAY: None. The motion carried.



2050 North Loop West, Ste. 225
Houston, TX 77018
(713) 636-9501

June 8, 2020

Emmalyn Gaudio
Wastewater Operator
City of David City
3461 M Road
David City, NE 68632
Via Email: davidcitywwtp@gmail.com

Re: NPDES Wastewater Permit Renewal
David City Wastewater Treatment Facility
Permit No. NE0021199

Dear Ms. Gaudio:

Latitudes Environmental, LLC (Latitudes) is pleased to submit this proposal to prepare your Nebraska Department of Environment and Energy (NEBRASKA DEE) wastewater permit renewal for the above-referenced facility.

QUALIFICATIONS

Latitudes is a professional environmental consulting firm. We have supported our municipal and industrial clients by providing high-quality services at very reasonable prices.

The majority of our firm's work involves preparing environmental reports and studies such as air, water, and waste permit applications, air emissions inventories, waste management plans, emergency response plans, and storm water plans. Members of our firm have been active in the state and EPA wastewater programs since 1998.

SCOPE AND COST

Latitudes will prepare the entire application package based on information obtained from your prior application, publicly available resources, and new information provided by you. Our staff will:

1. Review your current operations, wastewater discharge streams, and available water testing data
2. Prepare relevant state application forms, along with a topographic map showing intake and discharge structures, and other significant features (e.g., property boundary, water bodies, and drinking water wells)
3. Prepare a process flow diagram for the facility (if one is not available)
4. Submit the DRAFT application package to you (via email) for review and approval; final application will then be submitted to Nebraska DEE by the deadline (180 days prior to expiration of existing permit)

Emmalyn Gaudio
July 13, 2020

Page 2 of 2

5. Monitor the agency review and public notice steps, and respond to any comments, until the permit is reissued

Latitudes will perform this work for a total estimated labor price of **\$1,875**. This price assumes minor facility changes, and up to two staff hours to respond to comments from the Nebraska DEE, EPA, or general public.

Direct expenses such as agency information requests (if needed), copies and postage, will be billed at cost plus 10 percent.

CONTRACT TERMS

We will issue our invoice for the full amount quoted above, after we submit the complete DRAFT application to you for review. Our payment will be due in 30 days from invoice date. Although, we are open to discuss alternate terms, in order to satisfy any vendor policies that you may have.

If you accept this proposal, please sign below to indicate your agreement with the proposed services and terms. Alternately, please forward a service order or contract for our review and approval.

We look forward to working with you on this important project. Should you have any questions or desire additional information, please contact me at (713) 636-9501 or by email to dlewis@latitudesenvironmental.com. You may also speak to any of my colleagues, and they will be able to assist.

Respectfully,



Robin L. Butcko
Sales Associate
Latitudes Environmental, LLC

Approved by:

Name (printed)

Title

Signature

Date

Deb Dinkelman, President of the Friends of David City, LLC asked if they would be allowed to host "Music in the Park" in the David City Park.

Council member Hotovy asked if they had checked with Four Corners Health Dept. regarding the event.

Deb Dinkelman stated that they had not checked with Four Corners Health Dept. She stated that they wanted to get permission from the Council before they proceeded any further.

Council member Hotovy stated that they need to put together a solid plan with social distancing and how they planned to accomplish the guidelines. He suggested that their group visit with some of the fair board members to see what they did for the county fair.

Council member Trowbridge made a motion to table the proposal by the Friends of David City to host "Music In The Park" in the David City Park. Council member Pat Meysenburg seconded the motion. Voting AYE: Council members Vandenberg, Bruce Meysenburg, Kobus, Trowbridge, Hotovy and Pat Meysenburg. Voting NAY: None. The motion carried.

Mayor Zavodny announced the culmination of Joan Kovar's career in Public Service as an employee of the City of David City. Mayor Zavodny read into the record Joan Kovar's letter of resignation.

Joan Kovar
1616 Silver Drive
David City, NE 68632

July 14, 2020

Mayor Alan Zavodny and Council members:

Please consider this my formal "letter of resignation" effective August 7, 2020. After 48 years of employment with the City of David City / David City Utilities, I feel that it is time to retire.

I was very fortunate when City Clerk Carol Grubaugh hired me to start work for the City on August 3, 1972 on a part-time basis. She explained it would be full-time while Jean Hansen was on vacation, but then it would probably be part-time. When Jean returned from vacation, every day I would ask: "Do you want me to come back after lunch?" "Do you want me to come tomorrow?" The answer was always "yes". Then one morning Carol stated: "At the Council meeting last night they said I could hire you full-time." So, I never did work part-time. I was very fortunate that Carol, Jean, Merv Wright, Gene Grubaugh, and Ray Brockeveldt were all so kind, helpful, and patient.

I am so thankful for the 48 years that I have spent working for the City. I worked under two City Clerks, 10 Mayors and numerous Council members, and 10 City Administrators. I was also very fortunate to work alongside caring, wonderful, and helpful Department Heads and employees, too numerous to mention.... you will be missed! ❤️

Thank you all so much!

Sincerely,



Joan Kovar, MMC
City Clerk / Treasurer

Mayor Zavodny said, "We celebrate a career that had ups and downs, and putting up with me and the other people that you've had to put up with over the years and we appreciate

that. You've seen a lot of changes in David City in that amount of time. To have a dedicated public servant like that is certainly rare. I don't know that we've seen very many people break that kind of a record for years of service. It seems like people now will go across the street for a new job for an extra dime. Your dedication and loyalty and service to the City did not go unnoticed and is very much appreciated. We commend her 48 years of dedicated service to the citizens of David City. Would anyone else like to address Joan and I would give you a minute if you want to say anything."

Council member Trowbridge said, "Yes. As Joan knows, through eight years of direct contact with me, I can be difficult. I have always appreciated the attitude that you took when we differed in opinions and you never took it personally. I've always appreciated that and respected it. Thank you."

City Clerk-Treasurer Joan Kovar said, "Thank you. I was very fortunate to have wonderful mayors, council members and city administrators to work with and wonderful employees that were always there to help me and still are. I have Tami and Lori and Shelly in the office and they are absolutely wonderful. I'll have a computer problem and Lori will sit down and in a few minutes she's got it figured out and so I have no doubt that they will all do a great job in continuing in the office and I just want to say thank you and I just really appreciate the 48 years that I had with the City. I will miss it, I really will, but it's time to let somebody else take over. I appreciate all of you guys working with me all of these years and I really appreciate it."

Council member Trowbridge made a motion to accept City Clerk Joan Kovar's resignation/retirement, with regret. Council member Hotovy seconded the motion. Voting AYE: Council members Hotovy, Vandenberg, Pat Meysenburg, Kobus, Trowbridge and Bruce Meysenburg. Voting NAY: None. The motion carried.

Mayor Zavodny said, "I can't let this pass without saying "thank you" and on behalf of the citizens of this city present and former, thank you for everything you've done and we salute you!"

Mayor Zavodny, all of the Council members and members of the public gave Joan Kovar a round of applause.

Mayor Zavodny stated that the next item on the agenda was appointing an interim City Clerk-Treasurer, which he would recommend appointing Tami Comte to that position and asked if there was any discussion on that.

Council member Hotovy said, "Is there a reason to have an Interim?"

Mayor Zavodny said, "It's a consideration."

Council member Hotovy said, "If that just ends up being a perpetual thing that we're going to end up adjusting anyway, then..."

Council member Trowbridge said, "If we're going to do a search, then it should be an interim, but if you're not..."

Council member Hotovy said, "If you're not going to do a search, then why not just appoint her as City Clerk and leave the interim title off?"

Mayor Zavodny said, "I'm going to give you a really simple explanation. I did not want to make that decision in a vacuum. I thought that should come from this Council."

Council member Hotovy said, "That's fair. I don't understand why we would leave it interim."

Mayor Zavodny said, "To me, where are you going to find someone more qualified to do the job?"

Council member Meysenburg said, "Nobody knows the office like she does."

There was discussion on how the agenda item was worded and what action should be taken.

Council member Hotovy made a motion to appoint Tami Comte as Interim City Clerk-Treasurer effective August 10, 2020 and asked to have an agenda item for the next meeting to appoint her as City Clerk-Treasurer. Council member Bruce Meysenburg seconded the motion. Voting AYE: Council members Kobus, Vandenberg, Pat Meysenburg, Bruce Meysenburg, Trowbridge and Hotovy. Voting NAY: None. The motion carried.

Council member Trowbridge made a motion to appoint Lori Matchett as Interim Deputy City Clerk effective August 10, 2020. Council member Hotovy seconded the motion. Voting AYE: Council members Bruce Meysenburg, Kobus, Pat Meysenburg, Trowbridge, Vandenberg and Hotovy. Voting NAY: None. The motion carried.

Council member Hotovy made a motion to go into executive session to discuss the Law Enforcement Contract between the City of David City and Butler County. Council member Vandenberg seconded the motion. Voting AYE: Council members Pat Meysenburg, Trowbridge, Hotovy, Vandenberg, Kobus and Bruce Meysenburg. Voting NAY: None. The motion carried.

Mayor Zavodny stated, "Now at 8:21 p.m. we are going into executive session to discuss the Law Enforcement Contract between the City of David City and Butler County." Mayor Zavodny, all of the Council members, City Administrator Keller, City Attorney Egr, and Deputy City Clerk Comte went into executive session at 8:21 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 9:07 p.m.

There being no further business to come before the Council, Council member Hotovy made a motion to adjourn. Council member Trowbridge seconded the motion. Voting AYE: Council members Hotovy, Bruce Meysenburg, Pat Meysenburg, Kobus, Trowbridge and Vandenberg. Voting NAY: None. The motion carried and Mayor Zavodny declared the meeting adjourned at 9:07 p.m.



CERTIFICATION OF MINUTES
July 22, 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 22nd, 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