

CITY COUNCIL PROCEEDINGS

September 23, 2026

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

Present for the meeting were: Mayor Jessica Miller, Council Members Jeremy Abel, Jim Angell, Rick Holland, Keith Marvin, Bruce Meysenburg, Kevin Woita, City Administrator Intern Raiko Martinez, Interim Deputy Clerk Rachel Kahnk, Police Chief Marla Schnell, Sergeant Tristan Hilger. City Attorney David Levy and Ethan Joy of JEO Consulting Group attended via zoom. City Administrator Alan Zavodny was absent.

Also, present were: Marlene Hein, Beth Klosterman, Doug and Joan Matulka, Justin Watts-Dinkelman, Jeff Dinkelman, Deb Dinkelman, and William Reiter.

The meeting opened with the Pledge of Allegiance.

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

Council considered approval of the minutes of September 9, 2026 Special Budget Meeting and the regular meeting of the Mayor and City Council. Council Member Keith Marvin made a motion to approve the minutes of September 9, 2026, Special Budget Meeting and meeting of the Mayor and City Council as presented. Council Member Jim Angell seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0.

Council considered Resolution No. 15-2026, adopting the One-Year and Six-Year Street Improvement Program for the City of David City. Council Member Keith Marvin made a motion to approve Resolution No. 15-2026, adopting the One-Year and Six-Year Street Improvement Program. Council Member Bruce Meysenburg seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0.

RESOLUTION NO. 15-2026

WHEREAS, The City of David City, Nebraska, has conducted a Public Hearing on September 9, 2026, in accordance with the requirements of the Board of Public Roads Classifications and Standards.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DAVID CITY, NEBRASKA, that the updated One Year and Six Year Street Improvement Plans for Streets, as presented at the public hearing, are unanimously accepted and the City Clerk is hereby instructed to forward a certified copy of this resolution to the Board of Public Roads Classification and Standards of the State of Nebraska.

PASSED AND APPROVED this 23rd day of September, 2026.

Jessica Miller, Mayor

Lori Matchett, City Clerk

Council considered the reappointment of Aimee Scribner to the Library Board of Trustees for a four-year term from September 2026 to September 2030. Council discussed the term limits for Library Board members and noted that this would be Scribner's second term on the Board.

Council Member Rick Holland made a motion to approve the reappointment of Aimee Scribner to the Library Board of Trustees for a four-year term. Council Member Jim Angell seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0.

LIBRARY BOARD		
TERM SPECIFICS:		
Number of Members:	5 APPOINTED MEMBERS	
Term:	4 year terms	
Eligible for re-appointment?	Yes	
NAME	BEGAN TERM	TERM ENDS
HEATHER ALLEN - PRESIDENT	9-2024	9-2028
KEITH BYRKIT	5-2024	9-2028
AMY SCRIBNER	7-2022	9-2030
TIFFANI JAHDE- SECRETARY	9-2023	9-2027
TINA KIRBY – VICE PRESIDENT	10-2025	9-2029

Council discussed and considered an Eagle Scout project proposed by Justin Watts-Dinkelman to install a nine-hole disc golf course at David City Park.

Justin Watts-Dinkelman explained that he has enjoyed disc golf with his family and would

like to provide an opportunity for residents to participate in the activity locally. He has walked the proposed area with a former professional disc golfer who currently designs courses and assists with disc golf activities for events such as the Cornhusker State Games. The proposed location was viewed favorably, and preliminary planning indicated that a course could be designed without removing existing vegetation.

If approved, Justin Watts-Dinkelman stated that he would work with the Park Committee and Parks Department to develop the course layout, taking into consideration nearby residences, existing trails, and other park activities. Because the proposed areas are already maintained and mowed, ongoing maintenance is expected to be minimal.

The estimated cost for the nine-hole course is approximately \$10,000. Justin Watts-Dinkelman plans to raise the necessary funds through fundraising and grant opportunities. He hopes to begin construction in the spring and complete the project by the end of May 2027.

Council expressed support for the project and discussed the proposed design process. It was recommended that the final course plans be presented to the City Council for approval before any construction or installation begins in the park.

Council Member Bruce Meysenburg made a motion to allow Justin Watts-Dinkelman to proceed with planning and fundraising for the proposed nine-hole disc golf course, with final plans to be presented to the City Council for approval prior to any work beginning in the park. Council Member Jim Angell seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0.

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REQUEST FOR FUTURE AGENDA ITEM

If you have a specific topic that you would like the City Council to discuss at a future meeting, please list your name, address, telephone number, and the specific topic. The item will be reviewed and possibly scheduled for a future meeting, or forwarded to City staff for appropriate action.



NAME: Justin Watts - Dinkelman
ADDRESS: 253 W. D St. David City
TELEPHONE #: 402-367-9787
EMAIL ADDRESS: jdinkels25@gmail.com
DATE OF REQUEST: 9-17-26
DESCRIPTION: I would like permission to
install a 9-hole frisbee (disc) golf
course in the City Park (northern area)
for my Boy Scout Eagle project.

Deadline for City Council Agenda Items is six (6) days prior to the next meeting. Except for items of an emergency nature, the agenda shall not be altered later than 24 hours before the scheduled meeting.

OFFICE USE ONLY

Request Forwarded to City Staff ☐ Forwarded to: _____ Date Completed: _____
Action Taken: Council Member Bruce Meysenburg made a motion to allow Justin Watts-Dinkelman to proceed with planning and fundraising for the proposed nine-hole disc golf course, with final plans to be presented to the City Council for approval prior to any work beginning in the park.
Council Member Jim Angell seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Kevin Woita: Yea, Yea: 6, Nay: 0.

Request Scheduled for City Council Meeting ☒ Date of Meeting: 9-23-26

Proposal: 9-Hole Disc Golf Course at the David City Park

To: City Council and Parks Department

From: Justin Watts-Dinkelman, Eagle Scout Candidate

I am proposing to design and install a 9-hole disc golf course at the David City Park as my Eagle Scout service project. My goal is to provide our community with a low-cost, accessible recreational activity while making productive use of an area of the park that is already maintained.

Disc golf is an activity I have enjoyed with my family on trips for many years. It is a low-cost way to spend time outdoors, be active, and see more of the communities we visit. However, when we want to play recreationally at home, we currently have to travel out of town. A course in our community would give residents a convenient recreational opportunity close to home.

As part of planning this project, I met at the proposed park with a former professional disc golf player who now works in course design and serves as a disc golf activities director for events such as the Cornhusker State Games. After walking the park and discussing the possibilities, I received positive feedback that we can create a well-laid-out 9-hole course without needing to remove existing vegetation. He has also agreed to continue providing input throughout the project to help ensure that we develop an excellent course.

I will work closely with the Parks Committee and Parks Department throughout the design and installation process. Their input will be important in determining the final layout, locations of baskets and tee pads, and how the course fits with existing park activities. We will intentionally keep the course away from homes and residential areas and take existing roads, walking trails, and other uses of the park into consideration.

The course could also provide an opportunity to host disc golf tournaments and community events, potentially bringing additional visitors into the area. At the same time, it would remain a low-cost recreational activity for local residents, since once the course is installed, people can play without paying an ongoing admission or course fee.

The estimated cost is approximately \$1,100 per hole, or \$9,900 for the nine-hole course. I intend to raise the funds necessary for the project myself, rather than asking the city to fund the construction. I will also pursue grant opportunities and other fundraising efforts to help cover the cost of the project.

Ongoing maintenance should be minimal. The proposed areas are already being maintained and mowed by the city, and the course will be designed to work with the existing landscape rather than requiring significant clearing or removal of vegetation. This should allow the course to become a lasting recreational resource without creating a significant additional maintenance burden for the city.

Request for Approval and Timeline

I am seeking approval for this project now so that I can begin fundraising and applying for grant opportunities. Having approval to move forward will allow me to secure the necessary funding and materials well in advance of construction.

I anticipate that construction would begin in the spring of 2027, with the goal of having the entire project completed by May 2027. I will coordinate the specific construction schedule with the Parks Department and Parks Committee to ensure that the work is completed appropriately and with minimal disruption to normal park use.

I respectfully ask the City Council to approve this project and allow me to work with the Parks Committee and Parks Department to develop and install this 9-hole disc golf course as my Eagle Scout project. I believe this project can provide residents with a new, affordable way to enjoy our park while creating a resource that can be used for everyday recreation as well as organized tournaments.

Thank you for considering my proposal and for supporting projects that improve recreational opportunities in our community.

Council discussed and considered quotes and options for installation of a four-inch water meter and four-inch backflow assembly for the David City Rural Fire District No. 9 service line.

Mayor Jessica Miller referenced an agreement between the City, Butler County and the Fire District that was passed and adopted on July 12, 2000. The agreement provides that the City would not charge for water used for fire protection purposes and that a water meter would not be installed at the Fire Department. Mayor Miller explained that, due to current requirements and the need to protect the City's water system and the certifications held by City water personnel, staff believes appropriate backflow protection and metering should now be installed. She recommended that the City consider covering the cost of the required equipment rather than placing the expense on the volunteer Fire District.

Doug Matulka, introduced himself. Doug Matulka, representing David City Fire District No. 9, addressed the Council. Doug Matulka explained that the Fire District would like to install an indoor hydrant to allow volunteers to fill fire apparatus and wash hoses and equipment after emergency calls. He emphasized the importance of having adequate water capacity available, so volunteers can efficiently clean equipment and prepare apparatus for the next emergency call, particularly following late-night incidents.

Council reviewed the available information regarding the four-inch meter and backflow assembly. Staff reported that only one quote for the four-inch option had been received and that a quote for a six-inch option was still pending. It was also clarified that the quote currently available was for materials only and did not include labor.

Council discussed the importance of protecting the City's water system and employee certifications while also recognizing the essential services provided by the volunteer Fire

District. Council expressed support for assisting with the required improvements but agreed that both the four-inch and six-inch options should be available for comparison before making a final decision.

Council Member Bruce Meysenburg made a motion to table consideration of the water meter and backflow assembly until additional pricing, including the six-inch option, is available. Council Member Jeremy Abel seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0.

Council considered Resolution No. 16-2026, adopting and approving the execution of the State Grant Agreement to be submitted to the Nebraska Department of Transportation, Aeronautics Division, to obtain state financial assistance for improvements at the David City Municipal Airport.

The total project cost was reported at approximately \$834,738, with the City's share estimated at \$29,158. It was noted that construction is currently underway and has experienced some delays due to weather. Council discussed the condition of the airport runway and noted that the improvements were needed to address cracking and deterioration of the pavement.

Council Member Bruce Meysenburg made a motion to adopt Resolution No. 16-2026, approving the State Grant Agreement for improvements at the David City Municipal Airport. Council Member Keith Marvin seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0.

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Resolution No. 16-2026

EXTRACT FROM THE MINUTES OF AN OFFICIAL MEETING OF THE CITY COUNCIL OF DAVID CITY, NEBRASKA, SPONSOR OF THE DAVID CITY MUNICIPAL AIRPORT, HELD ON September 23, 2026.

The following resolution was introduced by Meysenburgh, read in full, seconded by Manlio and considered:

RESOLUTION ADOPTING AND APPROVING THE EXECUTION OF A STATE GRANT AGREEMENT FOR PROJECT NO. 3-31-0025-018/019/020-2026, TO BE SUBMITTED TO THE NEBRASKA DEPARTMENT OF TRANSPORTATION, AERONAUTICS DIVISION TO OBTAIN STATE FINANCIAL AID IN THE DEVELOPMENT OF THE DAVID CITY MUNICIPAL AIRPORT.

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

1. The City of David City shall enter into a State Grant Agreement with the Nebraska Department of Transportation, Aeronautics Division for Project No. 3-31-0025-018/019/020-2026 for the purpose of obtaining state financial aid in the development of the David City Municipal Airport and that such agreement shall be as set forth hereinbelow.
2. The Mayor of David City is hereby authorized and directed to execute said State Grant Agreement on behalf of the City of David City, and the City Clerk is hereby authorized and directed to attest said execution.
3. The said agreement referred to herein above is inserted in full and attached herewith, and made a part hereof as Exhibit "O".

Upon calling for a vote on the resolution, 6 voted yea, and 0 voted nay, and the resolution therefore was declared passed and approved on Sept. 23, 2026.

ATTEST:

Brian Matchett
City Clerk



Jessica Miller
Mayor

STATE GRANT AGREEMENT

PROJECT NO. 3-31-0025-018/019/020-2026

This is an Agreement by and between the Nebraska Department of Transportation, Division of Aeronautics, hereinafter referred to as the "Department" and the City of David City, Nebraska, hereinafter referred to as the "Sponsor."

RECITALS

The Sponsor has the title to or control of the David City Municipal Airport and wants to develop or improve it. The Department agrees to help the Sponsor with the following development: _____

Runway Rehabilitation

A summary of eligible project costs is attached to this Agreement for reference as "Exhibit A".

AGREEMENT

In consideration of these facts and the mutual covenants contained herein, the Department and Sponsor agree as follows:

This Agreement is a Federal Match State Grant of a federally funded project.

The Sponsor agrees that all developments listed above will be completed and will comply with the approved airport layout plan and the approved construction plans and specifications, as applicable. No development item shall be omitted or added without specific approval from the Department. If the work is contracted by the Sponsor, bids shall be taken as required by law and submitted to the Department for review prior to contract award.

The Department agrees to reimburse the Sponsor for **two percent (2%) of the actual federally eligible costs incurred** to complete this development under FAA grant 3-31-0025-018/019/020-2026; up to a **maximum of \$12,580** in State funds. "Eligible Costs" are defined by the FAA in the grant identified above.

In the reimbursement to the Sponsor for work performed and material furnished, the Department agrees to honor approved progress estimates processed during the construction. Upon presentation of the final billings and estimates for the work completed by the Sponsor to the satisfaction of the Department, the Department agrees to reimburse the Sponsor in an amount based upon the actual incurred eligible costs of the improvements set forth in the above noted scope of development, the

attached Exhibit A, the approved plans, and any approved change orders. The total reimbursement shall not exceed the amount(s) set forth above.

CONDITIONS

The terms and conditions of this Agreement shall remain in effect for 20 years from the date of execution by the Sponsor. If the development is land or easement acquisition, then the terms and conditions shall remain in effect for as long as the Sponsor owns this land or easement. The Sponsor will not sell, lease, encumber or otherwise dispose of airport real property, acquired with grant money from the Department, without the Department's approval.

1. The Sponsor will comply with the Department's State Aid Program and all applicable laws and regulations. The current version, dated May 16, 2025, is attached hereto as "Exhibit B" and incorporated herein by reference as of the execution of this State Grant Agreement.

2. The Sponsor will complete the project without undue delay. The project shall be subject to the Department's inspection.
3. The Sponsor will operate and maintain the airport as a public use facility in a safe and serviceable condition and will not permit any activity thereon that would interfere with its use for aeronautical purposes. The Sponsor is not required to operate the airport during temporary periods when snow, flood or other climatic conditions interfere. The Sponsor will comply with the minimum standards of maintenance and operation set by the Department and the Federal Aviation Administration.
4. The Sponsor will make this airport available as a public use airport on fair and reasonable terms and without unjust discrimination, to all types, kinds, and classes of aeronautical uses. In its operation of the airport, the Sponsor or any person or organization occupying space or facilities thereon will not discriminate against any person or class of persons because of race, color, religion, national origin, sex, handicap, or age and will not discriminate against any employee or applicant for employment based on race, color, religion, sex, age, or otherwise qualified handicapped status.
5. The Sponsor will insert and enforce provisions in any contract or other arrangement that grants a right or privilege to any person, firm or corporation to engage in any activity for furnishing services to the public at the airport. These provisions require the contractor to:
 - a. Furnish said service on a fair, equal, and not unjustly discriminatory basis to all users thereof, and,
 - b. Charge fair, reasonable, and not unjustly discriminatory prices for each unit or service. However, it is allowable for the contractor to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

6. The Sponsor will not grant or permit any person, firm or corporation an exclusive right to:
 - a. Use the airport to provide aeronautical services to the public; nor
 - b. Conduct any aeronautical activities, including but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products, repair and maintenance of aircraft, sale of aircraft parts, or any other aeronautical activity.

However, the Sponsor may grant or exercise an exclusive right for furnishing non-aviation products and supplies or any non-aeronautical service.

7. The Sponsor will submit all leases, permits, and agreements for the airport to the Department upon request. The Department may withhold 20% of payments due to the Sponsor until all leases, permits and agreements are acceptable to the Department.
8. The Sponsor will provide a drug-free workplace at the site of work specified in this agreement.
9. The Sponsor will take appropriate action to ensure that the airspace required for airport operations is adequately cleared and protected. The Sponsor agrees, to the best of its ability, to prevent construction, erection, alteration, or growth of any object within or outside the boundaries of the airport which would create a hazard to aircraft operating at or near the airport or otherwise limit the usefulness of the airport. Appropriate actions may include removing, lowering, relocating, marking, lighting or otherwise mitigating existing airport hazards and preventing the establishment or creation of future airport hazards. The Sponsor will, to the best of its ability, arrange for height restriction zoning of the area around the airport as allowed under Nebraska Statutes.
10. The Sponsor will keep a current airport layout plan that has the approval of the Department or the Federal Aviation Administration. The Sponsor will ensure that future development of the airport conforms to this plan.
11. The Sponsor will not enter into any transaction that would operate to deprive it, or any legal successor, of the rights and powers necessary to comply with any or all the covenants made herein.
12. During the term of these covenants, the Sponsor will maintain a current system of airport accounts and records, using a system of its own choice sufficient to provide annual statements of income and expense. It will furnish the Department with such annual or special airport financial and operational reports as may be reasonably requested.

13. If this airport ceases be a public-use airport before the expiration of 20 years from the date of execution of this Agreement, or if any other covenants of this agreement are substantially violated without the Department's approval, the Sponsor will reimburse the Department as follows:

For any monies granted under this Agreement, the amount due the Department shall be according to the operation of the following formula:

$$\frac{\text{Months remaining}}{240 \text{ Months}} \times \text{Amount of Dept.'s money granted.}$$

IN WITNESS WHEREOF, the Department and Sponsor have authorized these presents to be executed by their proper officials, as of the dates shown below.

Executed by the Nebraska Department of Transportation, Division of Aeronautics this 8th day of September 2026.



Witness



Director

Executed by the City of David City this 23 day of September, 2026.



City Clerk





Mayor

EXHIBIT A

David City Municipal Airport (93Y)
David City, Nebraska
Project No. 3-31-0025-018/019/020
Runway Rehabilitation

COST SUMMARY: Estimated
(May 2026)

Construction (Struck and Irwin)

Base Bid	\$562,240.60
Change Order	<u>\$107,325.00</u>
Subtotal	\$669,565.60

Consultant (KMA)

Design	\$53,507.75
Bidding	\$8,461.59
Construction	\$85,302.49
Close Out	<u>\$8,431.01</u>
Subtotal	\$155,702.84

<u>IFE</u>	\$2,600.00
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Admin/Audit/Pub/Etc.

Administrative	\$6,469.56
Legal/Publication	<u>\$400.00</u>
Subtotal	\$6,869.56

TOTALS	<u>\$834,738.00</u>
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SUMMARY OF FUNDS: (May 2026)

Local	\$29,158.00
State	\$12,580.00
Federal (IIJA)	\$553,000.00
Federal (AIP)	<u>\$240,000.00</u>
Total	\$834,738.00

Council discussed and considered an agreement with the University of Nebraska Medical Center (UNMC) for forensic drug testing services.

Police Chief Marla Schnell explained that the Nebraska State Patrol Crime Laboratory does not perform the marijuana-related testing needed by the Police Department; therefore, the City utilizes UNMC for those services. UNMC can test marijuana-related evidence, including plant material, edibles, waxes, liquids, and vape products, to determine quantity, potency, and other information necessary for criminal cases and court proceedings.

Chief Schnell explained that the agreement includes a \$350 contract fee, with individual testing services charged separately depending upon the type of analysis required. The agreement provides for a three-year term, with fees subject to a 3% annual increase. Funding for forensic testing has been included in the Police Department budget.

Chief Schnell reported that the Department has historically submitted a limited number of cases for this testing but has seen an increase in vape-related incidents, including concerns regarding substances that may be mixed or laced with other drugs. Other controlled substances, such as methamphetamine and cocaine, continue to be submitted to the State laboratory for testing.

UNMC also offers expedited testing for an additional charge. Chief Schnell stated that rush testing would generally only be requested in an urgent public-safety situation, such as multiple overdoses involving an unidentified substance, when quickly identifying the substance could be necessary.

Council Member Keith Marvin made a motion to approve the three-year forensic drug testing agreement with the University of Nebraska Medical Center. Council Member Kevin Woita seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0.

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FORENSIC DRUG TESTING AGREEMENT

This Forensic Drug Testing Agreement ("Agreement") is made and entered into as of the dates indicated below ("Effective Date"), by and between the City of David City, Nebraska, a municipal corporation of the State of Nebraska and city of the second class ("City") and the Board of Regents of the University of Nebraska, a public body corporate, for and on behalf of the University of Nebraska Medical Center ("UNMC"). This Agreement refers to City and UNMC individually each as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, City, through the David City Police Department ("Department") requires that certain forensic and crime lab testing be available and timely completed so that it can perform its statutory law enforcement functions; and

WHEREAS, UNMC has the ability and desire to perform certain forensic and crime lab services; and,

WHEREAS, City and UNMC desire to use inter-governmental cooperation in the interest of efficiency, independence, and professionalism; and,

WHEREAS, it is necessary for the Parties to enter into an agreement to set forth the respective rights, duties, and obligations.

NOW THEREFORE, in consideration of the foregoing recitals which the Parties hereby incorporate herein, and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge and accept, the Parties agree as follows:

SECTION ONE PURPOSE

The purpose of this Agreement is to specify the duties and responsibilities of the Parties hereto to effectuate timely completion of forensic and crime lab services by UNMC to independently conduct testing to allow City to better serve its citizens.

SECTION TWO TERM OF CONTACT

1. This Agreement shall be in full force and effect from and after the Effective Date for a period of three (3) years. The Agreement may be extended upon the mutual written agreement of the Parties, for up to three (3) additional one (1) year terms.

2. Either Party may terminate this Agreement at any time to be effective thirty (30) days after providing written notice to the other Party; provided however, that the indemnities in Section 6(k) herein shall survive such termination.

SECTION THREE

SPECIFIC SERVICES, DUTIES, AND RESPONSIBILITIES

UNMC's Duties, Specific Services and Responsibilities. For the term of this Agreement, UNMC shall :

1. Provide Department all equipment, facilities, and all lab work for chemical testing and other forensic testing that UNMC is qualified and capable of performing. Any such testing will be done in a timely manner and in accordance with generally accepted practices.

 - a. Store evidence in a secure area while being processed and until transferred to Department for pick up.
2. Provide and train UNMC personnel to perform forensic services as UNMC determines to be necessary. All personnel used for testing and for chain of custody for all times remain under the management and control of UNMC.
3. Process evidence in reliance upon the assumption that the evidence was collected and packaged in accordance with the Department packaging guidelines and applicable state law and guidance.
4. Provide a turnaround time between five (5) to seven (7) business days from receipt of evidence. UNMC shall perform expedited tests with a turnaround time of twenty-four (24) hours. UNMC will strive to accommodate all expedited testing requests from Department and will charge an additional fee for the same. UNMC will notify Department via email and/or phone when testing is complete and samples are ready for pickup.
5. Provide detailed billing statements on a monthly basis for services UNMC performs.
6. Charge Department the rates provided in the 2025 charge schedule, as shown in **EXHIBIT A**, attached hereto and incorporated herein with the cost of the annual testing to increase at a rate of three percent (3.00%) per year.

Department's Duties, Specific Services and Responsibilities. For the term of this Agreement, Department shall:

1. Package all evidence in a manner consistent with approved packaging guidelines and chain of custody protocol and applicable state law and guidelines.

2. Transport evidence to UNMC for testing and in a timely manner and pick up evidence in a timely manner after UNMC indicates testing is complete.
3. Remit payment to UNMC within thirty (30) days of the date of all invoices; provided however if Department or City disputes the amount due under any invoice Department or City shall provide UNMC with written notice of said objection and may withhold such payment until the Parties resolve said dispute.

SECTION FOUR **REPORTING, MAINTENANCE OF RECORDS**

UNMC shall provide Department with written findings upon completion of any forensic testing performed. All records, reports, and documents concerning the performance of services by UNMC will be appropriately recorded and securely maintained in accordance with UNMC's records reporting directive and the Records Management Act, Neb. Rev. Stat. § 84-1201, *et seq.* The Parties shall cooperate to provide such additional services for an additional fee for any required testimony, affidavits, or other required additional actions.

SECTION FIVE **MUTUAL OBLIGATIONS AND DUTIES OF THE PARTIES**

The Parties shall each:

1. Maintain records and accounts, including property, personnel, and financial records related to the services performed under this Agreement in accordance with applicable records retention policies, and the Records Management Act, Neb. Rev. Stat. § 84-1201, *et seq.*; and
2. Make such records and accounts reasonably available for audit purposes to the appropriate representatives of the other Party.

SECTION SIX
GENERAL PROVISIONS

1. **Independent Contractors.** Nothing contained herein is intended to or should be construed in any manner as creating or establishing a partnership or joint venture between the Parties. All acts of City, UNMC, Department, or their respective personnel, employees, agents, contractors, or servants, perform pursuant to this Agreement shall be undertaken as independent contractors and not as employees, agents, partners, joint venturers or associates of the other Party. Neither Party, nor its respective personnel, employees, agents, contractors, or servants shall be entitled to any benefits of the other Party, including without limitation wages, salaries, insurance or worker's compensation insurance. Each Party shall be responsible for all reports, obligations, and payments of benefits and taxes for its employees and agents. Any and all claims that may or might arise under the Workers' Compensation Act.
2. **Authority.** Each Party represents it has the valid legal power and authority to bind the entity it signs on behalf of. Neither Party shall have any authority to bind the other by or with any contract or agreement, nor to impose any liability upon the other. All acts and contracts of each shall be in its own name and not in the name of the other, unless otherwise provided herein.
3. **Nondiscrimination.** In accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1122, neither Party shall discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment because of the race, color, religion, sex, disability, political or religious opinions, affiliations or national origin of the employee or applicant. None of the Parties shall, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances.
4. **Captions.** Captions used in this Agreement are for convenience and are not used in the construction of this Agreement.
5. **Applicable Law and Venue.** The laws of the State of Nebraska shall govern this Agreement. Venue for any non-federal legal proceeding under this Agreement shall be in the District Court of Lancaster County, Nebraska, and for any federal legal proceeding in the United States District Court for the State of Nebraska.
6. **Entire Agreement.** This Agreement contains the entire agreement of the Parties. No representations were made or relied upon by either Party other than those that are expressly set forth herein.

7. **Amendments.** The Parties may only amend or modify this Agreement by written amendment, duly executed by authorized officials of the Parties. Every amendment shall specify the date on which its provisions shall be effective.
8. **Assignment.** Neither Party may assign its rights under this Agreement without the express prior written consent of the other Party.
9. **Successors and Assigns Bound by Covenants.** All covenants, stipulations and agreements in this Agreement shall inure to the benefit of the Parties hereto and extend to and bind the legal representatives, successors, and assigns of the respective Parties hereto.
10. **Waiver.** Failure or delay by any Party to exercise any right or power under this Agreement shall not operate as a waiver of such right or power, unless said ~~waiver is in writing and signed by the Party. An effective waiver of a right or~~ power shall not be construed as a future or continuing waiver of the same.
11. **Severability.** If a court of competent jurisdiction declares any provision of this Agreement to be invalid or otherwise unenforceable, that provision will be severed and the remainder of this Agreement will remain in full force and effect.
12. **Indemnification.** To the extent permitted by applicable law, each Party shall indemnify, defend and hold harmless the other Party from any and all liability, expense, cost, claim, judgment, suit or cause of action (regardless of merit), settlement, or demand for personal injury, death or damage to tangible property which may accrue against the other Party to the extent the negligent act or omission of the other Party causes the same; provided the other Party shall give the indemnifying party prompt, written notice of any such claim, suit, demand, or cause of action. The other Party shall cooperate in the defense or settlement negotiation of such claim, suit, demand or cause of action. These indemnification provisions are not intended to waive a Party's sovereign immunity. A Party's liability is governed by and limited to the extent provided by the Nebraska Political Subdivision Tort Claims Act, Neb. Rev. Stat. § 13-901, *et seq.*, or other applicable provisions of law. The provisions of this section shall survive expiration or termination of this Agreement.
13. **No Third-Party Rights.** This Agreement shall not provide third parties with any remedy, claim, liability, reimbursement, cause of action or other right or privilege; except that, to the extent permitted by applicable law, this Agreement's indemnification provision shall inure to the benefit of a Party's employees, officers, agents, and servants.

14. **Authorized Representatives and Notice.** In further consideration of the mutual covenants herein contained, the Parties hereto expressly agree that for purposes of notice, during the term of this Agreement and for the period of any applicable statute of limitations thereafter, the following named individuals shall be the authorized representatives of the Parties:

- A. The City of David City, Nebraska, Police Department
c/o Chief Marla Schnell
490 E Street
David City, Nebraska 68632
Phone: (402) 367-3135
Fax: (402) 367-3126
Email: policechief@davidcityne.gov

Copy to:

Lori Matchett, City Clerk
490 E Street
David City, Nebraska 68632
Phone: (402) 367-3135
Fax: (402) 367-3126
Email: cityclerk@davidcityne.gov

And:

Baird Holm LLP
c/o David C. Levy, City Attorney
1700 Farnam Street, Suite 1500
Omaha, Nebraska 68102
Phone: (402) 344-0500
Email: dlevy@bairdholm.com

- B. University of Nebraska Medical Center
Attn: Assistant Vice Chancellor for Business and Finance Services
985070 Nebraska Medical Center
Omaha, NE 68198-5070

Notice shall be in writing and shall be effective upon receipt. Delivery may be by hand, in which case a signed receipt shall be obtained, or by United States mail, registered or certified, return receipt requested or by overnight courier.

15. **Public Employer Contract Provision – Neb. Rev. Stat. § 4-114(2).** Pursuant to and in order to be in compliance with Neb. Rev. Stat. § 4-114(2), both Parties shall each use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. § 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.
16. **Equal employment opportunity clause.** The Parties shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered entities take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.
17. **Public Benefits - Neb. Rev. Stat. §§ 4-108 - 113.** Neither Party is an individual or sole proprietorship and neither is subject to the public benefits attestation requirements of Neb. Rev. Stat. §§ 4-108 - 113.
18. **Drug-Free Workplace.** Both Parties certify that each maintains a drug-free workplace environment to ensure worker safety and workplace integrity.

19. **Excluded/Debarred Contractors.** Each Party certifies that it has not been debarred, suspended, or declared ineligible as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. Each Party also certifies that neither it nor its partners, directors, officers, employees, licensees, subcontractors or agents have been excluded, debarred, or otherwise ineligible to participate in the federal healthcare programs pursuant to 42 USC § 1320a-7. This shall be an ongoing certification during the term of the Agreement and each Party shall immediately notify the other Party of any change in the status of the certification and warranty set forth in this section. If a Party becomes excluded from federal healthcare program participation or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors, the Agreement may be terminated immediately, for cause, by the other Party. If any partners, directors, officers, employees, licensees, subcontractors, personnel or agents of a Party become excluded from federal healthcare program participation, such individual shall be removed from participating in this Agreement immediately. Failure by a Party to remove such excluded individual immediately shall provide the other Party the right to terminate the Agreement immediately for cause.
20. **Counterparts.** This Agreement may be executed in any number of counterparts, including by way of electronically scanned or emailed signatures, each of which shall be an original and which together shall constitute a single document.

[Signatures on the following page]

IN WITNESS WHEREOF, the parties hereunto set their hands to this Agreement upon the day and year hereinafter indicated.

THE CITY OF DAVID CITY, NEBRASKA

By: Jessica Miller 9-23-26
Jessica Miller, Mayor Date:

ATTEST:

Lori Matchett 9-23-2026
Lori Matchett, City Clerk Date:



APPROVED AS TO FORM:

DL September 30, 2026
David C. Levy, City Attorney Date:

BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA

Michael Hrcinek
By:

Name: Michael Hrcinek Date: 10/1/2026

Acknowledged by:

Joseph D. Khoury MD 10/1/2026
Joseph D. Khoury, M.D. Date:

**Attachment A
Fee Schedule**

Nebraska Public Service Laboratory Fee Schedule 2026

Initial Set Up		
Contracting Fee		\$350.00
Controlled Substance Assessment	Test Code	Charge
Level 1: Powder/Crystalline material identification by FTIR	CSA1	\$100.80
Level 2: Identification by GC/MS	CSA2	\$138.60
Methamphetamine Purity: Analyze percent purity of methamphetamine by LC-MS/MS	PPT	\$182.70
Priority Processing: Identification (not purity) in 24 hours from receipt- Additional charge	RUSH	\$75.00
THC Assessment		
Organic extraction and detection (oils/waxes)	PEE	\$100.80
Organic extraction and detection (edibles)	CSA2	\$138.60
Marijuana vs. Hemp determination (ratio method) Plant Material	CSA2	\$138.60
THC Quantitation in Edibles/Waxes	THCQ	\$225.75
Blood Alcohol Assessment		
Blood Alcohol Testing: Analyze percentage blood alcohol by GC/MS (not ISO/IEC 17025)	BAT	\$277.10
Court Testimony, Deposition and/or Consultation		
Technician (hourly rate for time at courthouse)		\$300.00 / hr
Laboratory Director (hourly rate for time at courthouse)		\$350.00 / hr
Travel Rate for Hour of Travel outside of Omaha Area		\$50.00/hr
Additional Travel Expenses Reimbursed at State Rates		

Council discussed and considered approval of an encroachment agreement with Bone Creek Art Museum for the placement and maintenance of bronze statues and related apparatus on the sidewalk within the public right-of-way.

It was explained that the proposed statues would be located within the sidewalk area near the museum. Council discussed the importance of ensuring that the City would not assume responsibility or liability associated with the placement of the statues within the public right-of-way.

City Attorney David Levy explained that the agreement places responsibility on Bone Creek Art Museum for the maintenance and, if necessary, removal of the statues and related improvements. The agreement also provides that liability associated with the statues, including accidents or injuries resulting from their placement, would be the responsibility of the museum rather than the City.

It was noted that the proposed bronze statues are by artist Mark Moseman and that Bone Creek Art Museum had reviewed and signed the encroachment agreement.

Council Member Kevin Woita made a motion to approve the encroachment agreement with Bone Creek Art Museum for the placement and maintenance of statues and related apparatus within the public right-of-way. Council Member Jim Angell seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0.

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ENCROACHMENT AGREEMENT

This **ENCROACHMENT AGREEMENT** (this "**Agreement**") is effective as of the date last written below (the "**Effective Date**") and is by and between **BONE CREEK ART MUSEUM**, a Nebraska non-profit corporation ("**Owner**"), and the **CITY OF DAVID CITY, NEBRASKA**, a municipal corporation and city of the second class ("**City**"). This Agreement refers to Owner and City each individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

WHEREAS, Owner owns real property in Butler County, Nebraska, at 312 5th Street, David City, on which Owner operates the Bone Creek Art Museum (the "**Museum**"); and

WHEREAS, Owner desires to place one or more statues and appurtenances (collectively, the "**Statues**") on the sidewalk south of the Museum within the public rightofway (the "**ROW**"); and

WHEREAS, City desires to allow Owner to place the Statues within the ROW, subject to this Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, which the Parties hereby incorporate herein, and for other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge and accept, the Parties agree as follows:

(1) **Consent to Encroachment.** City hereby consents to Owner's use of the ROW to place and maintain the Statues. City may revoke its consent and terminate this Agreement at any time for any reason by providing Owner written notice of the same. Owner shall remove the Statues and repair all disturbed portions of the ROW to City's reasonable satisfaction, at Owner's cost, within thirty (30) days of the date of City's written notice of revocation and termination.

(2) **Release of Liability.** Owner expressly waives and releases City, and shall hold harmless, defend, and indemnify City, in perpetuity, from and against all claims, including claims of third parties, now or hereafter known, arising out of or attributable to, directly or indirectly, the Statues and their location in the ROW. Owner shall be liable for all damages, including damages to the person or property of third parties, relating to, directly or indirectly, the Statues or their location in the ROW. Owner accepts all risks and liabilities associated with the Statues, including without limitation, the risk of injury, property damage, disability, or death, regardless of whether such injury is the result of Owner or another third party's negligence or intentional misconduct. This provision shall survive termination of this Agreement.

(3) **Maintenance.** Owner shall maintain the Statues and the portion of the ROW abutting the Museum in a good and safe condition at all times at its sole cost and expense, including without limitation, maintenance of the paving and sidewalk area thereon. Owner shall keep said area free of debris, tripping hazards, and other items that may cause damage to the Statues or to third parties traversing the same. This provision shall survive termination of this Agreement.

(4) **No Representations.** City makes no representations as to the ROW's condition or its suitability for the Statues.

(5) **Entire Agreement.** This Agreement reflects the Parties' respective understandings, expectations, and representations.

(6) **Authorization**. Each Party represents that the person signing on behalf of each Party has the lawful authority to execute this Agreement and bind its Party to this Agreement. Each Party further represents that it has taken all necessary actions to provide the below signatories all necessary authority to execute this Agreement and bind the entity.

(7) **Severability**. If a court of competent jurisdiction invalidates or declares unenforceable any provision of this Agreement, said provision shall not affect the remaining provisions herein.

(8) **Binding Effect**. This Agreement shall bind Owner and its heirs, successors, and assigns, and all successive owners of the Museum.

(9) **Governing Law**. The laws of the State of Nebraska shall govern this Agreement.

(10) **Counterparts**. The Parties may execute this Agreement in multiple counterparts.

NOW THEREFORE, the Parties execute this Agreement as of the Effective Date.

OWNER:

BONE CREEK ART MUSEUM, INC.,
a Nebraska non-profit corporation

By: Ruth Thwendel
~~Anna C. Nolan~~, Authorized Representative
Ruth Thwendel
Date: 21 Sept 2026

CITY:

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

By: Jessica Miller
Jessica Miller, Mayor
Date: 9-23-26

ATTEST:

Lori Matchett
Lori Matchett, City Clerk



APPROVED AS TO FORM:

David C. Levy, Esq., City Attorney

Council discussed Ordinance No. 1545, amending the David City Municipal Code relating to the membership and terms of the Park and Recreation Advisory Board and updating position titles, successor positions, duties, and powers of the Board.

Recreation Director William Reiter reviewed revisions made since the previous Council discussion. The proposed ordinance separates the duties of the Park Superintendent and Recreation Director and clarifies responsibility for the City's campground facilities. Recreation Director William Reiter noted that additional clarification was needed to properly identify the individual campgrounds and their respective responsibilities. It was later clarified that the campground previously referenced during the discussion is the Tom Kobus Memorial Park Campground.

Recreation Director William Reiter also explained that the residency requirements had been revised so that the appointed citizen members of the Board would be required to reside within David City, while the Park Superintendent and Recreation Director would not be subject to the residency requirement. Additional revisions clarified responsibility for preparing Board minutes.

Council discussed language in the proposed ordinance concerning the allocation of \$300,000 for parks and recreation purposes. Council expressed concern that the language could be interpreted as either a minimum or maximum allocation. Following discussion, Council favored language providing flexibility and reserving the City Council's authority to appropriate more or less than \$300,000 at its discretion based upon anticipated needs and plans.

Council also discussed whether the Board should operate as a Park and Recreation Commission under Neb. Rev. Stat. SS 17-952 or remain an advisory board. William Reiter explained that a commission would have greater delegated authority to act on behalf of the City Council, while an advisory board would continue to make recommendations with final authority remaining with the Council. City Attorney David Levy stated that the statutory commission structure did not appear consistent with the City's current organization and recommended clarifying that the Park and Recreation Advisory Board is not a commission as described under SS 17-952. Council agreed to retain the advisory board structure.

The ordinance will be revised to incorporate the changes discussed and returned to the City Council for future consideration.

Council Member Kevin Woita made a motion to table Ordinance No. 1545 pending the discussed revisions. Council Member Jim Angell seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0.

Council discussed hiring a consultant to assist the Park and Recreation Advisory Board with developing an updated Park and Recreation Plan and study to guide future projects and improvements.

Recreation Director William Reiter explained that no consultant proposals or cost estimates had been obtained because he first wanted to determine whether the Council supported moving forward with the planning process. Council discussed the need to establish a scope of services identifying what the City would like a consultant to evaluate before requesting proposals.

Recreation Director William Reiter explained that professional planning assistance would provide the Park and Recreation Advisory Board with guidance in prioritizing projects, developing long-term goals, and determining how available funding could best be used. Potential planning areas discussed include park improvements and beautification, recreational amenities, trails, the existing trail plan, and the potential Rails-Trails project. Council also discussed the value of incorporating public input into the planning process.

Council discussed previous planning work and proposals considered by the City and agreed that staff should review those materials to determine whether they could assist in developing the scope of services. Staff will obtain examples of similar requests for proposals and park master planning documents from other communities to assist in preparing the City's request for proposals.

It was noted that consulting expenses related to park and recreation planning may be eligible to be paid by the City's recreational sales tax fund.

Council Member Keith Marvin made a motion to begin the process of developing a Request for Proposals (RFP) for qualified consultants to assist with development of an updated Park and Recreation Plan. Council Member Kevin Woita seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0.

Council discussed the repair and replacement of Engine No. 2 and the possible replacement of Engine No. 3 at the David City Power Plant and considered authorizing staff to request proposals.

Council discussed obtaining proposals that would provide a clear comparison of the City's available options before determining how to proceed. Council requested that the proposals address three alternatives: repairing the existing Engine No. 2; replacing Engine No. 2 with a new or manufactured unit; and replacing both Engine No. 2 and No. 3 with units that would increase the City's generation capacity. Council indicated that replacement options should provide dual-fuel capability.

Electric Plant Supervisor John Smaus will develop the specifications to be used in requesting proposals. Council also requested that staff obtain information from Nebraska Public Power District regarding applicable rates and potential generation revenue if the City increases its generation capacity.

Council Member Bruce Meysenburg made a motion to authorize staff to request proposals for the repair of Engine No. 2, replacement of one engine, and replacement of both Engines No. 2 and No. 3 with increased generation capacity, utilizing specifications developed by Electric Plant Supervisor John Smaus and including dual-fuel capability for the replacement options. Council Member Kevin Woita seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0.

Council discussed downtown lighting improvements and considered authorizing staff to solicit sealed bids for a permanent LED lighting system.

Staff explained that the existing downtown lighting has experienced ongoing maintenance and reliability issues. Staff developed specifications for a permanent commercial-

grade LED Lighting system. The proposed specifications include a 25-year product warranty, a two-year warranty covering installation and labor, and a proposal for extended labor and service throughout the product warranty period.

Council discussed the benefit of having the successful contractor responsible for ongoing service and maintenance of the lighting system rather than relying on the City's Electric Department for repairs. The proposed system would be installed in a low-profile track designed to protect the wiring and lighting components and would be suitable for year-round use.

If the project proceeds, City Administrator Intern Raiko Martinez will work with downtown property owners to obtain the necessary easements or permissions for installation. Council discussed interior and exterior locations for system control panels, noting that interior placement may provide greater protection and longevity. The City would maintain control and operation of the lighting system.

Council discussed obtaining bids for the entire proposed downtown lighting project while exploring whether an initial portion of the project, including the Courthouse area and a portion of the downtown business district, could be completed in time for the upcoming holiday season. Council also discussed potential funding and noted that the project may qualify for funding through the City's Downtown Revitalization sales tax.

Council Member Keith Marvin made a motion to authorize staff to solicit sealed bids for the downtown permanent LED Lighting project in accordance with the proposed specifications. Council Member Rick Holland seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0.

CITY OF DAVID CITY, NEBRASKA

DOWNTOWN PERMANENT LED LIGHTING PROJECT

BID SPECIFICATIONS

1. PROJECT DESCRIPTION

The City of David City is requesting sealed bids for the furnishing and installation of a permanent, programmable commercial LED lighting system on designated downtown buildings.

The project shall include all labor, materials, equipment, controls, mounting channels, wiring, power supplies, control boxes, accessories, programming, testing, cleanup, and other components necessary to provide a complete and fully operational lighting system.

The lighting system shall be **Trimlight Commercial LED or an approved equivalent meeting or exceeding all specifications contained herein.**

2. BID SUBMISSION AND OPENING

Sealed bids must be received by the City of David City no later than 3:00 p.m. on Wednesday, October 14, 2026.

Bids shall be submitted to the **City Clerk and/or City Administrator** at:

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

Bids received after **3:00 p.m. on October 14, 2026**, will not be considered.

All bids shall be submitted in a sealed envelope clearly marked:

“DOWNTOWN PERMANENT LED LIGHTING PROJECT – SEALED BID”

Bids will be publicly opened and presented at the **David City City Council meeting on October 14, 2026**.

3. MINIMUM LIGHTING SYSTEM SPECIFICATIONS

The proposed permanent commercial LED lighting system shall meet or exceed the following minimum specifications:

- **LEDs per Bulb:** 3
- **Wattage:** 1 watt per bulb
- **LED Life Expectancy:** 50,000+ hours
- **Bulb Spacing:** 12 inches
- **Lumens:** 30–60 lumens per bulb, depending upon method of measurement
- **Colors:** RGB, full-color programmable
- **Voltage:** 12V low-voltage system
- **Waterproof Rating:** IP68
- **Control Method:** Trimlight Edge App or approved equivalent
- **Voice Control Compatibility:** Google Home and Amazon Alexa
- **Music Synchronization:** Capability to synchronize lighting patterns with music through an auxiliary port connected to a speaker or comparable system
- **Customization:** Customizable colors, patterns, sequences, schedules, and low-profile mounting channels designed to coordinate with the building or business appearance
- **Grouping Capability:** Ability to group and control multiple participating business locations through one centralized control system
- **Remote Access:** Ability for authorized City personnel to control grouped lighting locations remotely from any location with appropriate internet access
- Individually programmable color patterns and sequences
- Dimming capability
- Scheduling and timer capability
- Ability to create and save custom lighting patterns
- Remote/app-based operation
- Commercial-grade components suitable for permanent exterior installation

4. MOUNTING CHANNEL

The system shall be installed using a **low-profile mounting channel** designed to minimize the visibility of the lighting system and associated wiring during daylight hours.

Channels shall:

- Be commercial grade and designed for permanent exterior installation.
- Be securely fastened to the building.
- Conceal and protect wiring to the greatest extent practical.
- Be installed in a straight, uniform, and professional manner.
- Be compatible with the proposed LED lighting system.

- Be available in a finish or color selected to coordinate with the building façade, trim, or business branding when reasonably available.

The contractor shall coordinate channel color and placement with the City prior to installation.

5. CONTROL BOX OPTIONS

The City is requesting the ability to consider either **exterior-mounted or interior-mounted control boxes** depending upon the individual building and installation conditions.

The bidder shall identify and provide pricing, where applicable, for:

Option A – Exterior Control Boxes: Weather-resistant exterior control boxes suitable for permanent outdoor installation.

Option B – Interior Control Boxes: Control boxes installed within the interior of the applicable building at a location approved by the City and/or property owner.

The bidder shall identify any differences in cost, installation requirements, electrical requirements, accessibility, performance, or warranty associated with the two options.

6. SYSTEM CONTROLS, GROUPING AND REMOTE MANAGEMENT

The installed lighting system shall be controllable through the **Trimlight Edge App or approved equivalent** and shall provide centralized control capabilities appropriate for a multi-building downtown lighting project.

The system shall provide the ability to:

- Turn lighting on and off remotely.
- Select and customize RGB colors.
- Create custom patterns and sequences.
- Adjust brightness.
- Establish schedules and timers.
- Save lighting programs for holidays, community events, seasons, promotions, and other occasions.
- Synchronize lighting effects with music through an auxiliary connection or comparable method.
- Group multiple downtown businesses or buildings together.
- Operate grouped locations simultaneously from one centralized control location.
- Control authorized locations remotely through internet connectivity.
- Allow authorized City personnel to manage the system without requiring physical access to each individual business location.
- Provide individual control of locations when the City does not wish to operate all locations as a group.

The system shall also support Google Home and Amazon Alexa voice control.

7. INSTALLATION REQUIREMENTS

The successful bidder shall provide a complete, professional installation, including all LED lighting, low-profile mounting channels, controllers, control boxes, power supplies, wiring, connectors, mounting hardware, required penetrations and weather sealing, programming, configuration, centralized/group controls, testing, commissioning, cleanup, and removal of installation debris.

All exterior penetrations shall be properly sealed and weatherproofed.

Installation shall not unnecessarily damage building façades, masonry, trim, roofing, gutters, or other architectural features. Any damage caused by the contractor during installation shall be repaired by the contractor at no additional cost to the City or property owner.

8. ELECTRICAL REQUIREMENTS

The lighting system shall operate on a **12V low-voltage system**, with LED bulbs rated at approximately **1 watt per bulb**.

The bidder shall identify any additional 120V electrical outlets, circuits, electrical improvements, internet/network connections, or other infrastructure necessary for installation and operation.

Unless specifically included in the bid, additional electrical work shall not be performed without prior authorization from the City.

All work shall comply with applicable electrical, building, and safety codes.

9. WARRANTY REQUIREMENTS

The successful bidder shall provide the following minimum warranties:

Labor and Installation Warranty:

A minimum **two (2) year warranty** covering installation and labor associated with the lighting system.

Product Warranty:

A minimum **twenty-five (25) year manufacturer's/product warranty** on the permanent LED lighting system and covered system components.

The bidder shall provide written documentation describing all warranties with the bid, including:

- Items and components covered.
- Length of coverage.
- Labor coverage.
- Replacement-part coverage.
- Exclusions or limitations.
- Procedures for requesting warranty service.
- Identification of the party responsible for providing warranty service.

Warranty coverage shall commence upon final acceptance of the completed installation by the City.

10. EXTENDED LABOR AND SERVICE PROPOSAL

In addition to the required two (2) year labor and installation warranty, each bidder shall provide a **separate proposal for extended labor and service coverage for the duration of the product warranty period**.

The purpose of the extended service proposal is to provide the City with an option for continued labor and service necessary to keep the permanent lighting system operational throughout the applicable product warranty.

The proposal shall clearly identify:

- The length of the proposed labor/service coverage.
- Annual cost and/or total cost of the extended coverage.
- Whether pricing is fixed for the entire coverage period or subject to future increases.
- Labor included for diagnosing system failures or malfunctions.

- Labor for removal and replacement of defective bulbs, controllers, power supplies, wiring, channels, and other components covered under the manufacturer's product warranty.
- Service-call or trip charges, if any.
- Equipment or lift charges, if any.
- Response time for service requests.
- Any preventative maintenance included.
- Any exclusions or limitations.
- Procedures for requesting service.
- Whether the contractor will process and coordinate product warranty claims directly with the manufacturer on behalf of the City.

The bidder shall specifically identify **any labor, service call, travel, equipment, lift, shipping, or other charges that would remain the responsibility of the City** under the extended service proposal.

The City desires an extended service option that will allow defective components covered by the manufacturer's warranty to be repaired or replaced without the City incurring unexpected labor costs to maintain the lighting system in operating condition.

The extended labor/service proposal shall be priced separately from the Base Bid so the City may accept or reject this option independently of the lighting installation contract.

11. TRAINING AND SYSTEM SETUP

Following installation, the successful bidder shall provide training to designated City personnel.

Training shall include operation of the control application, creation and modification of lighting patterns, scheduling, brightness controls, color selection, music synchronization, grouping and ungrouping individual locations, centralized control, remote access, troubleshooting, authorized-user management, and basic system maintenance.

The contractor shall assist the City with initial programming, grouping, and configuration of the system.

12. BIDDER QUALIFICATIONS

Bidders shall have demonstrated experience installing permanent exterior commercial LED lighting systems.

The City may request references from previous commercial or municipal installations, photographs or examples of completed projects, manufacturer/dealer certifications, proof of insurance, and documentation showing the bidder is authorized to install and service the proposed system.

13. BID PRICING

The bid shall clearly identify:

1. Total linear feet of lighting proposed.
2. Cost per linear foot, if applicable.
3. Total lighting/material cost.
4. Installation/labor cost.
5. Cost of low-profile channels.
6. Cost for exterior control boxes.
7. Cost for interior control boxes.

8. Controller/power supply costs.
9. Costs associated with centralized/group control capabilities.
10. Electrical work included in the bid.
11. Any recurring software, app, cloud-service, licensing, subscription, or remote-access fees.
12. Any additional equipment or charges.
13. **Total Base Bid.**
14. **Extended Labor/Service Proposal – separately stated.**
15. **Total Project Cost if Extended Labor/Service Proposal is accepted.**

Any work or equipment necessary for a complete and functional installation that is not included in the Base Bid shall be clearly identified as an exclusion.

14. SITE CONDITIONS AND MEASUREMENTS

Bidders shall be responsible for examining the project area and verifying all measurements, mounting conditions, electrical requirements, access requirements, internet/connectivity requirements, and other site conditions prior to submitting a bid.

The City may arrange a site walkthrough for interested bidders.

15. COMPLETION AND FINAL ACCEPTANCE

Prior to final acceptance, the contractor shall demonstrate that all lighting and controllers are operational; app connectivity, programming, scheduling, grouping, centralized control, remote access, and music synchronization functions are operational; all channels and lighting are securely installed; all penetrations are properly sealed; installation debris has been removed; and City personnel have received required system training.

The project shall not be considered complete until the City has inspected and accepted the installation.

16. BID AWARD

The City of David City reserves the right to reject any or all bids, waive informalities or irregularities in bids, request additional information from bidders, and accept the bid determined to be in the best interests of the City.

The City reserves the right to **accept or reject the Extended Labor/Service Proposal separately from the Base Bid.**

Award shall not necessarily be based solely upon the lowest bid. The City may consider compliance with specifications, product quality, warranty coverage, bidder experience, service capabilities, proposed installation method, completion schedule, and overall cost.

17. PRODUCT STANDARD

The specifications contained herein are based upon the performance characteristics of the **Trimlight Commercial permanent LED lighting system.**

Where an approved equivalent product is proposed, the bidder shall provide sufficient manufacturer specifications and warranty documentation demonstrating that the proposed system meets or exceeds every minimum requirement contained in these specifications.

Any exceptions or deviations from these specifications shall be clearly identified in the bidder's proposal.

Council discussed renewal of the Best Care Employee Assistance Program (EAP). Staff noted that the program provides mental health and employee assistance resources and has been utilized by City Employees.

Council discussed the available renewal options and determined to proceed with a one-year renewal. Council Member Kevin Woita made a motion to approve the one-year renewal of the Best Care Employee Assistance Program. Council Member Jim Angell seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0.

Best Care EAP Services Renewal

EMPLOYER: City of David City

EFFECTIVE DATE: 9/1/2026

This renewal amends the most current Agreement between the EMPLOYER and Nebraska Methodist Health System, Inc. d/b/a Best Care Employee Assistance Program.

Employee Information

To ensure accurate coverage and pricing, please provide the following:

- Total Eligible Employee Headcount for 2026: 45
- Classification of Eligible Employees (check all that apply):
☒ Full-time ☒ Part-time ☐ Temp/On-call/Adjunct/Seasonal ☐ Other: _____
- Employee Locations Listing: Please update the enclosed employee locations list and return this list with your renewal.

Renewal Pricing and Packages

Please see your renewal options in the table below:

	Upgraded Package	Current Package
Counseling Sessions	6	5
Service Hours included	3	3
Legal & Financial Services	X	X
Work/Life Referral	X	X
Talkspace Virtual Therapy	X	X
My Life Expert: Comprehensive Wellbeing Portal	X	X
1 Year Renewal Fee	\$4840.00	\$4435.00
Maximize Your Savings: Lock in a 3-Year Rate!		
3 Year Renewal Fee* (per year for 3 years)	\$5000.00	\$4500.00

Please indicate your package/renewal choice by circling the price of the package you are choosing.

Important Notes

- Fees are based on the previous year's employee head count. Best Care EAP reserves the right to adjust pricing due to significant increases or decreases in employee count.
- *For the 3-year renewal, if the New Case registration rate exceeds 8% annually (calculate by dividing total New Cases by the reported employee population.), an additional fee of \$675.00 will be billed per case over this threshold at the end of the contract year.
- 7 (c) Termination Clause Update: Without Showing of Cause. By either party without a showing of cause, upon ninety (90) days written notice to the other party. If the Employer does not give Best Care EAP at least ninety (90) days written notification of upcoming termination, Best Care EAP shall have the right to bill the Employer for the ninety (90) day period for purpose of closing out the account.

Signature of EMPLOYER's Authorized EAP Coordinator: _____

Date: _____

Please complete and return this signed addendum, along with your updated Locations Listing to April.Epley@BestCareEAP.org by 8/1/2026.



Council considered Amendment No. 1 from JEO Consulting Group for the David City Wastewater Treatment Facility and Trunk Sewer Construction Services. Ethan Joy with JEO Consulting Group presented the amendment and explained the additional services.

Ethan Joy stated that the first portion of the amendment would provide continued engineering assistance related to potential increased wastewater loading from AGP should AGP expand its operation. JEO will evaluate potential solutions and associated costs to assist

the City with continued negotiations regarding the sewer service agreement. These services will be provided on an hourly basis.

The second portion of the amendment relates to biosolids, or sludge, accumulation in the City's wastewater lagoons. City staff has determined that several lagoon cells contain significant amounts of sludge and require cleaning. JEO will prepare plans and specifications to solicit bids for lagoon desludging. The work will be bid on by individual cells and prioritized, allowing the City Council to determine the amount of work to complete based upon available funding and need.

Ethan Joy noted that the City had previously discussed the work with BRB Contractors, Inc., the contractor currently working on the wastewater project; however, the proposed cost was high. JEO recommended competitively bidding for the desludging work. Council also discussed the importance of deluging Cell A before its capacity is adversely affected.

Ethan Joy stated that the additional engineering services will be performed on an hourly basis as needed and noted that engineering costs to date are below the original estimated fee for the project.

Council Member Bruce Meysenburg made a motion to approve Amendment No. 1 from JEO Consulting Group for the David City Wastewater Treatment Facility and Trunk Sewer Construction Services. Council Member Keith Marvin seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0.

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AMENDMENT TO CLIENT-JEO AGREEMENT
Amendment No. 1

The Effective Date of this Amendment is: Date signed by Client

ARTICLE 1 – BACKGROUND DATA

Effective Date of Client-JEO Agreement: May 30, 2025
Client: City of David City, Nebraska
JEO: JEO Consulting Group, Inc.
Project: David City WWTF and Trunk Sewer Construction Services
JEO Project Number: 251034.00

ARTICLE 2 – NATURE OF AMENDMENT

- ☒ Additional Services to be performed by JEO
- ☒ Modifications of payment to JEO
- ☒ Modifications of responsibilities of Client

ARTICLE 3 – DESCRIPTION OF MODIFICATIONS

The services provided by JEO are expanded to include two new items.

1. JEO to provide services to review the proposed agreement between the City of David City and Ag Processing Inc. (AGP) in regard to the Significant Industrial User Agreement.

Study and Report Phase

- A. Review original study and design documents of the wastewater system prepared by the Client's prior engineer to determine the treatment facility's design flow and loading compared to AGP projected flows and loads, other known industrial users, and existing community flows and loads.
- B. Review the flow and load information provided by the wastewater treatment system manufacturer and verify the actual capacity of the expanded wastewater treatment system.
- C. Coordinate with AGP to review AGP's projected flows and loads and review the available information concerning AGP's pretreatment system. Perform site visits at AGP as necessary and review AGP design information as shared by AGP.
- D. Develop recommendations for improvements to the Client's wastewater treatment system and/or the AGP pretreatment system, based on the evaluation of the existing facilities and projected future needs.
- E. Develop opinions of project cost for the recommended improvements to the wastewater system. Opinions of cost to include engineering, construction, equipment, and contingencies.

- F. Develop opinions of the Operation and Maintenance (O&M) cost for the alternative recommended improvements.
 - G. Provide a "cost-effective analysis" of the alternative recommended improvements, including project costs and 20-year present worth of the projected O&M cost for the systems.
 - H. Prepare a summary memo of the findings of the analysis deliver to the Client and attend a Council meeting to present the findings.
2. JEO to provide services to facilitate removal of accumulated biosolids from the existing wastewater treatment lagoons. Service to include the preparation of front-end contract documents, technical specifications, and drawings detailing the necessary work, services, materials, equipment and supplies necessary to design and construct the project. The Engineer will also provide bidding assistance, construction administration, and part-time inspection during the construction of the project.

Design Phase

- A. Prepare design drawings, technical specifications, and opinion of probable construction cost for the removal of biosolids and piping improvements for each of the four (4) lagoon cells (A, B, D, & E).
- B. Client to contact local landowners to inquire about their willingness to allow biosolids to be applied to area fields. JEO to include a list of names and locations of landowners contacted by the Client in the contract documents for the Bidders to utilize in preparing bids.
- C. Conduct an internal QA/QC of the project documents and incorporate necessary revisions.
- D. Create final drawings and specifications package and sign and seal by engineers and a coordinating professional all registered in the State of Nebraska.
- E. Following confirmation from the Owner, submit final drawings and specifications to NDWEE for review, approval, and issuance of construction permits. Owner to pay all review fees.

Bidding Phase

- F. Furnish copies of plans, specifications, and contract documents of the project to prospective bidders, material suppliers, and other interested parties upon their request and payment of the purchase cost established for the documents.
- G. Respond to inquiries from prospective bidders and prepare any addenda required.
- H. Assist the Owner in securing construction bids for the project.
- I. Assist the Owner at the bid opening. [1 Meeting]
- J. Tabulate and analyze construction bids and report on them to the Owner, together with advice and assistance to the Owner in award of construction contract.
- K. Prepare and submit necessary information to the Owner for project award approval.
- L. Prepare contract documents for execution by Contractor and the Owner, and approval by Owner's legal and insurance counsel.

Construction Administration Phase

- M. Schedule and conduct a pre-construction meeting. [1 Meeting]
- N. Review biosolids testing results provided by the Contractor as required by the contract documents.
- O. Provide interpretation of the plans and specifications, when necessary.
- P. Review shop drawings and related data supplied by the Contractor.
- Q. Review Contractor's payment estimates and provide to Owner for review and approval.
- R. Review change order requests, if necessary, and provide to Owner for review and approval.
- S. Consult with and advise Owner during construction.
- T. Provide Davis Bacon Payroll Administrative Services. Services include the verification of contractor payroll in comparison to the Davis Bacon Labor rates.
- U. Perform quarterly wage interviews with the Contractor and any Subcontractors.
- V. Assist the Owner with SRF required documents and SRF drawdown payment requests.
- W. Collect, review, and record compliant manufacturer's certifications for AIS.
- X. Conduct a final inspection of project with the Contractor and Owner.
- Y. Submit to NDWEE the notice of completion.
- Z. Recommend to the Owner the acceptance of the project and complete the necessary certificates.

Construction Observation Phase

- AA. JEO will furnish a part-time Resident Project Representative [RPR] to observe construction progress and quality of the work.

Modification of Fees (*items in red are new phases*):

Project Management	\$ 30,000	Hourly
Expedited WWTF Peer Review Phase	\$ 95,000	Lump Sum
<i>Study and Report (AGP Coordination)</i>	<i>\$ 20,000</i>	<i>Hourly</i>
<i>Design (Biosolids Removal)</i>	<i>\$ 15,000</i>	<i>Hourly</i>
<i>Bidding (Biosolids Removal)</i>	<i>\$ 8,000</i>	<i>Hourly</i>
Construction Administration (WWTF)	\$ 300,000	Hourly
<i>Construction Administration (Biosolids)</i>	<i>\$ 25,000</i>	<i>Hourly</i>
Construction Observation (WWTF)	\$ 235,000	Hourly
<i>Construction Observation (Biosolids)</i>	<i>\$ 30,000</i>	<i>Hourly</i>
Post Construction	\$ 42,000	Hourly
Total Estimated Fee*:	\$ 800,000	

* Engineer's estimate of the amount that will become payable are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement. Owner shall notify Engineer if they wish for the Engineer to reduce or stop providing hourly services. Engineer shall be paid for all services rendered up to being notified.

ARTICLE 4 – AGREEMENT SUMMARY

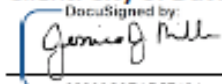
Original agreement amount:	\$ <u>740,000</u>
Net change for prior amendments:	\$ <u>0</u>
This amendment amount:	\$ <u>60,000</u>
Adjusted Agreement amount:	\$ <u>800,000</u>

Change in time for services (days or date, as applicable): estimated through December 31, 2027

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit B.

Client and JEO hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

Client: **City of David City**

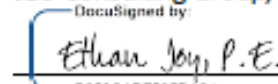
DocuSigned by:

82808C3EAD57494

By: Jessica Miller

Title: Mayor

Date Signed: 9/25/2026

JEO Consulting Group, Inc.

DocuSigned by:

0650CABF585D4C4

By: Ethan E. Joy, PE

Title: Principal Engineer

Date Signed: 9/24/2026

Council considered the appointment of the Deputy City Clerk. It was noted that the application period closed on September 1, 2026. Following review, interviews and discussion, staff recommended officially appointing Rachel Kahnk as Deputy City Clerk.

Council Member Jim Angell made a motion to appoint Rachel Kahnk as Deputy City Clerk. Council Member Kevin Woita seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0.

Council considered canceling the City Council meetings scheduled for November 25, 2026, and December 23, 2026, due to their proximity to the Thanksgiving and Christmas holidays.

Council also discussed the regularly scheduled November 11, 2026, meeting, which falls on Veterans Day. Council discussed potentially moving that meeting to another date and noted that a resolution would be brought back for consideration at a future date.

Council Member Kevin Woita made a motion to cancel the November 25, 2026 and December 23, 2026 City Council Meetings. Council Member Jeremy Abel seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0.

Council Member Keith Marvin made a motion to adjourn at 8:03 p.m. Council Member Kevin Woita seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0.

CERTIFICATION OF MINUTES

September 23, 2026

I, Lori Matchett, duly qualified and acting City Clerk for the City of David City, Nebraska, do hereby certify with regard to all proceedings of September 23, 2026; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and available for public inspection at the office of the City Clerk; that such subjects were contained in said agenda for at least twenty-four hours prior to said meeting; that the minutes of the meeting of the City Council of the City of David City, Nebraska, were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided with advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

Lori Matchett, City Clerk