

CITY COUNCIL PROCEEDINGS

December 8, 2021

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 December 2, 2021, 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, Bruce Meysenburg, Pat Meysenburg, Kevin Woita, Jessica Miller, City Attorney Joanna Uden, and City Clerk Tami Comte. City Administrator Clayton Keller attended via Zoom. City Council member John Vandenberg was absent.

Also present for the meeting were: Sheriff Tom Dion, Street Foreman Mat Asche, Ethan Joy with JEO, Bob & Laura Kobza with Kobza Ag and Home, Linda Vandenberg, Dan and Jan Sypal, Keith Marvin with Marvin Planning, Greg Aschoff, and Banner Press Reporter Molly Hunter. Water Supervisor Aaron Gustin and Dana Trowbridge attended via Zoom.

The meeting opened with the Pledge of Allegiance.

Mayor Alan Zavodny informed the public of the "Open Meetings Act" posted on the north wall of the meeting room and asked those present to please silence their cell phones. He 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 member Jessica Miller made a motion to approve the minutes of the November 10, 2021 meeting as presented. Council Member Pat Meysenburg seconded the motion. The motion carried.

Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Absent, Kevin Woita: Yea
Yea: 5, Nay: 0, Absent: 1

Council member Pat Meysenburg made a motion to approve the claims as presented. Council Member Kevin Woita seconded the motion. The motion carried.

Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Absent, Kevin Woita: Yea
Yea: 5, Nay: 0, Absent: 1

Mayor Zavodny stated that the next item on the agenda was Committee and Officer's Reports.

Mayor Zavodny stated that this was City Administrator Clayton Keller's last City Council meeting and it is unfortunate that he had to attend via Zoom. Mayor Zavodny stated that they wished him well as he moves on.

Mayor Zavodny presented a Ten-Year Certificate of Appreciation to Street Foreman Mat Asche and congratulated him on ten years with the City.

Council member Jessica Miller questioned why there was so much overtime in the water department.

Water Supervisor Aaron Gustin was present via Zoom, introduced himself and said, "We are still finishing up on major incidences, projects, the headworks building because we've made some major improvements to that and a lot of that pushed hours. The pinch valve is being replaced and that required some extra time and some extra 'hands on'. There's a lot of things that when we actually get into the ground or into a project that we cannot stop right at 3:30 p.m. That's just the nature of the work. We've had multiple alarms and that is on-going, as always. We're hopefully finishing up and coming to the nice slow season. I spoke with Clayton a little bit on the use of flex time and so when we start back up on the water meter project this coming month, we'll be shifting our daytime schedules a bit to avoid the overtime. But if we look compared to three or four months ago, those numbers dropped and I anticipate that it will continue to drop through the winter. Once we get back into spring and summer of next year, they may pick up again as we intend to do more water main improvements. I'm open to any suggestions as to mitigate that if anybody has anything. We are off at 3:30 p.m. and if I am speaking with a vendor or an engineer until 4:30 p.m. – that occurs quite often, especially in the projects that we have going on right now."

Mayor Zavodny said, "Are there any additional questions of Aaron? Hearing none, thank you for that explanation."

Council member Pat Meysenburg made a motion to approve the committee and officer's reports as presented. Council Member Bruce Meysenburg seconded the motion. The motion carried.

Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Absent, Kevin Woita: Yea
Yea: 5, Nay: 0, Absent: 1

Council member Bruce Meysenburg made a motion to approve Progress Estimates #11 and #12 for Kirkham Michael in the amount of \$3,981.40 and \$5,478.22, respectively for the airport fuel project. Council Member Pat Meysenburg seconded the motion. The motion carried.

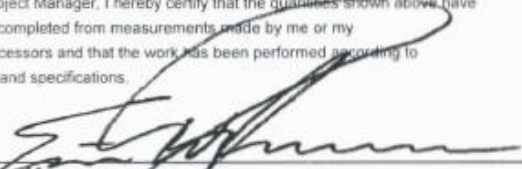
Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Absent, Kevin Woita: Yea
Yea: 5, Nay: 0, Absent: 1

**NEBRASKA DIVISION
 OF AERONAUTICS**

Sponsor: <u>City of David City</u>	Estimate No. <u>11</u>	Date: <u>Sept. 21, 2021</u>
<u>P.O. Box 191</u>	Invoice: <u>93225</u>	
<u>David City, Nebraska 68632</u>	KM Project No.: <u>2010235</u>	
Contractor: <u>Kirkham Michael</u>	AIP Project No.: <u>3-31-0025-013</u>	
<u>5621 NW 1st Street, Suite 400</u>	Name of Project: <u>93Y Fuel Project</u>	
<u>Lincoln, Nebraska 68521</u>	Date of Contract: <u>October 14, 2020</u>	

CONTRACT QUANTITIES	ITEM NO.	DESCRIPTION	ESTIMATED QUANTITIES TO DATE	UNIT	AMOUNT
34,092.86	A	Design Phase	100%	hourly	\$ 34,092.86
7,122.82	B	Bid Phase	100%	hourly	\$ 7,122.82
30,895.67	C	Construction Phase	49%	hourly	\$ 15,072.96
7,134.13	D	Close Out Phase	0%	L/S	

As Project Manager, I hereby certify that the quantities shown above have been completed from measurements made by me or my predecessors and that the work has been performed according to plans and specifications.


 Project Manager 9/21/21
 Date

Approved for payment as per Project Engineer's certification 
 NDOT Project Engineer 9/23/2021
 Date

Grand Total	\$ 56,288.64
Less Retained	\$ -
Less Previous Estimates	\$ 52,307.24
Due Contractor This Estimate	\$ 3,981.40

APPROVED: _____
 Airport Sponsor Date



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September 21, 2021

City of David City
 P.O. Box 191
 David City, Nebraska 68632

Estimate No.: 11
 Invoice: 93225
 File: 2010235

Attention: Clayton Keller

Professional engineering services in connection with the construction phase for the David City Airport 93Y Fueling system per the contract signed October 14, 2020.

August 21, 2021 through September 17, 2021

<u>Classification</u>	<u>Hours</u>	<u>Rates</u>	<u>Amounts</u>
T. Thompson, Design Manager	5.0	\$ 34.50	\$ 172.50
R. Garber, Senior Engineer	2.0	\$ 46.63	\$ 93.26
C. Gason, Senior Engineer	13.5	\$ 45.68	\$ 616.68
J. Olson, Designer	3.0	\$ 26.25	\$ 78.75
T. McIlravy, Sr. Construction Observer	1.0	\$ 25.50	\$ 25.50
S. Beauchamp, Cad Tech	7.5	\$ 24.50	\$ 183.75
Subtotal	32.0		\$ 1,170.44
 <u>Direct Non-Salary Costs</u>			
Mileage		\$ 53.76	
B&E Flying		\$ 230.00	
Subtotal		\$ 283.76	
 Direct Salary Costs			\$ 1,170.44
Overhead (182.07%)			\$ 2,131.02
			\$ 3,301.46
Direct Non-Salary Costs			\$ 283.76
 Total Cost			\$ 3,585.22
Fixed Fee (12%)			\$ 396.18
 Subtotal			\$ 3,981.40
 AMOUNT DUE THIS INVOICE			\$ 3,981.40

INVOICE # 206

B&E FLYING

3091 County Road #25
Morse Bluff, NE 68648
402-430-3102

DATE: 9/16/2021

BILL TO:
Kirkham Michael
12700 West Dodge Road
Omaha, NE 68154

SERVICES FOR:
6/15/21 - 9/16/21

DETAILS	HOURS	JOB NO.	AMOUNT
6/18/21 David City	1	2010235	\$ 230.00
		TOTAL	\$ 230.00

Make all checks payable to B & E Flying.

IF YOU HAVE ANY QUESTIONS CONCERNING THIS INVOICE, CALL 402.430.3102

THANK YOU FOR YOUR BUSINESS

For Construction Phase Services:

Project Administration. Provide general consultation and technical assistance to the Sponsor during all construction phases. Coordinate with the Sponsor, NDOT, and FAA to ensure all parties have timely information on developments and decisions that are made concerning the project. Provide 5 sets of plans and specifications to the Construction Contractor for their use.

Provide part-time on site Construction Observation in accordance with Sponsor Guide No. 1070 Inspections for Development Projects. A Construction Management Program (CMP) under Guide No. 1030 will not be prepared for this project.

Submit weekly FAA forms 5370-1 "Construction Progress & Inspection Reports" and testing reports to the Sponsor, NDOT & FAA

Provide a weekly photo log with the Construction Reports for each week that the contractor is on-site from the start of construction until substantial completion.

Monitor compliance with Davis-Bacon requirements, DBE requirements, and E.E.O. requirements per AIP Sponsor Guide No. Labor Provisions: Development Projects and Guide No. 1073 Monitoring Labor & Civil Rights Requirements Development Projects. Provide Davis-Bacon compliance documentation to Sponsor during the project close-out.

Review amounts owed to construction contractors and prepare progress estimate forms certified by construction contractor(s).

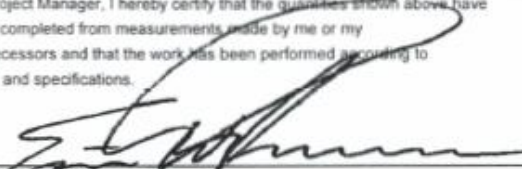
Items are in the executed contract on pages 4 & 5.

**NEBRASKA DIVISION
 OF AERONAUTICS**

Sponsor: <u>City of David City</u>	Estimate No. <u>12</u>	Date: <u>Nov. 9, 2021</u>
<u>P.O. Box 191</u>	Invoice: <u>93412</u>	
<u>David City, Nebraska 68632</u>	KM Project No.: <u>2010235</u>	
Contractor: <u>Kirkham Michael</u>	AIP Project No.: <u>3-31-0025-013</u>	
<u>5621 NW 1st Street, Suite 400</u>	Name of Project: <u>93Y Fuel Project</u>	
<u>Lincoln, Nebraska 68521</u>	Date of Contract: <u>October 14, 2020</u>	

CONTRACT QUANTITIES	ITEM NO.	DESCRIPTION	ESTIMATED QUANTITIES TO DATE	UNIT	AMOUNT
34,092.86	A	Design Phase	100%	hourly	\$ 34,092.86
7,122.82	B	Bid Phase	100%	hourly	\$ 7,122.82
30,895.67	C	Construction Phase	63%	hourly	\$ 19,481.06
7,134.13	D	Close Out Phase	15%	L/S	\$ 1,070.12

As Project Manager, I hereby certify that the quantities shown above have been completed from measurements made by me or my predecessors and that the work has been performed according to plans and specifications.


 Project Manager 11/9/21
 Date

Approved for payment as per Project Engineer's Certification Anna Lamin
 NDOT Project Engineer 11/09/2021
 Date

Grand Total	\$	61,766.86
Less Retained	\$	-
Less Previous Estimates	\$	56,288.64
Due Contractor This Estimate	\$	5,478.22

APPROVED: _____
 Airport Sponsor Date



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November 9, 2021

City of David City
 P.O. Box 191
 David City, Nebraska 68632

Estimate No.: 12
 Invoice: 93412
 File: 2010235

Attention: Clayton Keller

Professional engineering services in connection with the construction phase for the David City Airport 93Y Fueling system per the contract signed October 14, 2020.

September 18, 2021 through October 15, 2021

<u>Classification</u>	<u>Hours</u>	<u>Rates</u>	<u>Amounts</u>
T. Thompson, Design Manager	3.0	\$ 34.50	\$ 103.50
C. Gason, Senior Engineer	18.5	\$ 45.68	\$ 845.08
J. Olson, Designer	9.0	\$ 26.25	\$ 236.25
B. Fehlhafer, Project Surveyor	5.0	\$ 22.50	\$ 112.50
S. Beauchamp, Cad Tech	4.0	\$ 24.50	\$ 98.00
Subtotal	39.5		\$ 1,395.33
 <u>Direct Non-Salary Costs</u>			
Mileage			
B&E Flying			
Subtotal	\$ -		
 Direct Salary Costs			\$ 1,395.33
Overhead (182.07%)			\$ 2,540.48
			\$ 3,935.81
 Direct Non-Salary Costs			\$ -
 Total Cost			\$ 3,935.81
Fixed Fee (12%)			\$ 472.30
			\$ 4,408.10
 AMOUNT DUE THIS INVOICE			\$ 4,408.10

For Construction Phase Services:

Project Administration. Provide general consultation and technical assistance to the Sponsor during all construction phases. Coordinate with the Sponsor, NDOT, and FAA to ensure all parties have timely information on developments and decisions that are made concerning the project. Provide 5 sets of plans and specifications to the Construction Contractor for their use.

Provide part-time on site Construction Observation in accordance with Sponsor Guide No. 1070 Inspections for Development Projects. A Construction Management Program (CMP) under Guide No. 1030 will not be prepared for this project.

Submit weekly FAA forms 5370-1 "Construction Progress & Inspection Reports" and testing reports to the Sponsor, NDOT & FAA

Provide a weekly photo log with the Construction Reports for each week that the contractor is on-site from the start of construction until substantial completion.

Monitor compliance with Davis-Bacon requirements, DBE requirements, and E.E.O. requirements per AIP Sponsor Guide No. Labor Provisions: Development Projects and Guide No. 1073 Monitoring Labor & Civil Rights Requirements Development Projects. Provide Davis-Bacon compliance documentation to Sponsor during the project close-out.

Review amounts owed to construction contractors and prepare progress estimate forms certified by construction contractor(s).

Items are in the executed contract on pages 4 & 5.

Mayor Zavodny stated that the next item on the agenda was a public hearing concerning an Engineering Report for construction of improvements to its water plant, gravity filter system, reverse osmosis and internal clearwell, chemical feed system, and backwash system as required for State Revolving Loan Funding from the Nebraska Department of Environment and Energy and other funding Agencies.

Mayor Zavodny declared the public hearing open at 7:08 p.m. to hear comments concerning the Engineering Report for construction of improvements to its water plant, gravity filter system, reverse osmosis and internal clearwell, chemical feed system, and backwash system as required for State Revolving Loan Funding from the Nebraska Department of Environment and Energy and other funding Agencies.

Ethan Joy of JEO introduced himself and said, "This public hearing is a procedural requirement for the State SRF program, where you are getting your loan funding from for the water project, so this is a hearing to describe the project and state that we have submitted letters to various environmental agencies to see if there were any concerns with the project and we have received none. So, everything is clear on that side and we then have the opportunity for the public to comment. We met with staff a couple of weeks back with a thirty percent set of plans and I think that those plans got in your packets. So, we are moving ahead on that design. Everything seems to be coming together. We're targeting April for completion of design and then we'll submit to the State and when the State approves then we'll go out for bids."

Mayor Alan Zavodny said, "I have a quick question. During this process, thus far, have we run into any concerns that we should be aware of, early on?"

Ethan Joy said, "Nothing with the design. The only thing that I'll bring up is the cost of the materials has gone up everywhere. Hopefully, by the time we bid this, things will have settled back down and we're out of pandemic season. Lumber went up and then it came back down, metal and stainless steel went up and it's come down and stabilized a little bit, and now contractor labor is high and steel for metal buildings is difficult to get. We'll continue watching those and meeting with staff. We are trying to make sure that we're very conscience of costs and the design to be efficient just knowing that there will be some upward pressure on costs."

Mayor Alan Zavodny said, "What about the availability of more technical components of it?"

Ethan Joy said, "We are working with the manufacturers of the R.O. skid and I don't think that we have any concerns there. There is a longer lead-time on the electrical components but that's just going to be built in to the construction schedule. It might take a little bit longer to get it done."

Mayor Alan Zavodny asked if there were any comments from the public and hearing none, declared the public hearing closed at 7:12 p.m.

Mayor Alan Zavodny declared the public hearing open at 7:12 p.m. to consider amending the Zoning Ordinance No. 1060 by amending Article 8.15 Temporary Storage Containers and Dumpsters by removing Dumpsters.

City Clerk Tami Comte said, "We had a request to take dumpsters out because they shouldn't really be part of this because they are only there for a short period of time, and it's not like they are the storage containers. No other communities in our area have dumpsters as part of their Ordinance, and so we were asked to remove that by a company in town."

Mayor Alan Zavodny said, "If memory serves, we had this discussion within the last couple of years about this. Maybe it was when we were talking about the storage containers and we really didn't address it, at that point."

Bob Kobza, owner of Callaway Rolloffs, introduced himself and said, "We own Callaway Rolloffs, and the storage units are a little bit different. Usually if there is a flood or fire restoration we have them temporarily there. They can be up there thirty to sixty days, but we try to switch out a dumpster once every fourteen days, sometimes it's more often than that. If we could have that changed, we'd appreciate that."

City Clerk Tami Comte said, "The Planning Commission did recommend passing this."

Hearing no further comment, Mayor Alan Zavodny declared the public hearing closed at 7:14 p.m.

Council member Bruce Meysenburg introduced Ordinance No. 1375. Mayor Zavodny read Ordinance No. 1375 by title. Council member Bruce Meysenburg made a motion to suspend the statutory rule requiring an Ordinance to be read on three separate days. Council Member Pat Meysenburg seconded the motion. The motion carried.

Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Absent, Kevin Woita: Yea
Yea: 5, Nay: 0, Absent: 1

Council member Bruce Meysenburg made a motion to pass and adopt Ordinance No. 1375 on third and final reading to amend the Zoning Ordinance No. 1060 by amending Article 8.15 Temporary Storage Containers and Dumpsters by removing Dumpsters. Council Member Pat Meysenburg seconded the motion. The motion carried.

Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Absent, Kevin Woita: Yea
Yea: 5, Nay: 0, Absent: 1

ORDINANCE NO. 1375

AN ORDINANCE TO AMEND ZONING ORDINANCE NO. 1060 BY AMENDING ARTICLE 8: SUPPLEMENTAL REGULATIONS SECTION 8.15 TEMPORARY STORAGE CONTAINERS AND DUMPSTERS BY REMOVING DUMPSTERS; TO PROVIDE FOR THE REPEAL OF ANY ORDINANCE OR RESOLUTION IN CONFLICT THEREWITH; TO PROVIDE FOR AN EFFECTIVE DATE THEREOF; AND TO AUTHORIZE PUBLICATION IN PAMPHLET FORM.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DAVID CITY, BUTLER COUNTY, NEBRASKA, THAT THE FOLLOWING SECTIONS OF ZONING ORDINANCE NO. 1060 BE AMENDED AS FOLLOWS:

Section 8.15 Temporary Storage Containers

Temporary Storage Containers shall be allowed and shall follow the minimum standards:

1. One temporary storage container is allowed per dwelling unit for up to three weeks; provided, that:

- a. The temporary storage container may only be used for purposes of storage in conjunction with moving or relocating residents' household belongings.
 - b. Each dwelling unit is entitled to no more than two temporary storage containers per year (any 12-month consecutive period).
 - c. The temporary storage container must be located on a hard surface.
 - d. The temporary storage container may not be located on any public or private street. Additionally, the temporary storage container may not be placed in any sight triangle or in any location that would interfere with traffic safety.
 - e. A resident may apply for a permit for an extension to allow a storage container to remain for an additional two weeks. There shall be no fee for the permit.
2. Storage containers may be used as temporary construction site storage for nonresidential construction projects and for residential construction, subject to the following:
- a. No storage containers shall be modified for habitation, including windows and cooling, plumbing or multiple entrances. Storage containers are allowed to have electric and ventilation systems installed that would be necessary to meet the minimum codes and standards for lighting and air circulation for storage purposes.
 - b. Storage containers must be located on a platted lot that has an active building permit.
 - c. Storage containers on lots shall not remain on the lot longer than 12 months, even if a building permit is still active.
 - d. Items stored in storage containers must be used on the same platted lot where the storage containers are located.
The storage containers shall not be used to store items for use on other construction sites.
 - e. Storage containers shall be located at least 10 feet from all property lines.
 - f. At the time of placement, storage containers shall not be located within 100 feet of any occupied dwelling unit.
 - g. Storage containers shall be kept safe, structurally sound, stable, and in good repair. Any storage container that becomes unsound, unstable or otherwise dangerous shall be immediately repaired or removed from the property to a location that can legally accept it.
 - h. The property surrounding the storage containers (within 10 feet) shall be maintained and kept free of weeds.
 - i. The maximum number of storage containers allowed for temporary construction site storage per lot per year (any 12-month consecutive period) shall be as follows:
 - (1) A maximum of one storage container.
 - (2) No storage container shall be allowed for temporary construction site storage until a temporary permit has been obtained.
 - (3) There shall not be any additional fees to obtain such permit for this use.
 - (4) The permit application shall include a site plan or plot plan showing where the container will be located on the site.
 - (5) Permitted storage containers shall not be relocated on the site without updating the permit.

This Ordinance shall be in full force and effect from and after passage, approval and publication or posting as required by law.

PASSED AND APPROVED THIS 8th day of December, 2021.

Mayor Alan Zavodny

City Clerk Tami Comte

Mayor Zavodny stated that the next item on the agenda was consideration of approving Change Order #1 for the N-15 "S" Street turn-lane project.

City Administrator Clayton Keller said, "We have M.E. Collins in line to do the turn-lane project for Timpke Parkway. The State told us to hold off until they finish their project on the north part of Highway 15. We reached out to them in late October and didn't get a response. We reached out to them in early November and they finally said 'go ahead, we're done with our project'. So, we contacted M.E. Collins to go ahead and they said, 'There's only one month until winter. We're not going to be able to get this done in time with the holidays coming.' So, they are requesting the change order to change the timeframe for this project. Instead of starting it and getting done now, they would like to start it in spring and have it done in late spring of 2022. I wasn't particularly thrilled about this change, but I don't see that we could have avoided it."

Mayor Zavodny said, "Well, that was almost exactly the conversation that we had about that, so you've got a very good memory. It's not going to do us any good to say 'no, we're not going to accept it' because they're not going to get it done. Obviously, we want to get this done, but we are in the middle of the not construction time when you live in Nebraska."

Council member Pat Meysenburg made a motion to approve Change Order #1 for the N-15 "S" Street Turn-Lane Project. Council Member Kevin Woita seconded the motion. The motion carried.

Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Absent, Kevin Woita: Yea
Yea: 5, Nay: 0, Absent: 1

CHANGE ORDER

No. 1



Date of Issuance: November 18, 2021 Effective Date: November 18, 2021

Project: N-15 "S" Street Turn Lane Improvements	Owner: City of David City, Nebraska	Owner's Contract No.:
Contract: Base Bid		Date of Contract: July 14, 2021
Contractor: M. E. Collins Contracting Co., Inc.		Engineer's Project No.: 020-2875

The Contract Documents are modified as follows upon execution of this Change Order:
 Description: Change in completion dates.
 Attachments: (List documents supporting change): None

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ _____	Original Contract Times: Substantial Completion (days or date): <u>December 15, 2021</u> Ready for Final Payment (days or date): <u>April 15, 2022</u>
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: \$ _____	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion (days or date): <u>N/A</u> Ready for Final Payment (days or date): <u>N/A</u>
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial Completion (days or date): <u>December 15, 2021</u> Ready for Final Payment (days or date): <u>April 15, 2022</u>
[Increase] [Decrease] of this Change Order: \$ _____	Increase of this Change Order: Substantial Completion (days or date): <u>May 15, 2022</u> Ready for Final Payment (days or date): <u>May 30, 2022</u>
Contract Price incorporating this Change Order: \$ _____	Contract Times with all approved Change Orders: Substantial Completion (days or date): <u>May 15, 2022</u> Ready for Final Payment (days or date): <u>May 30, 2022</u>

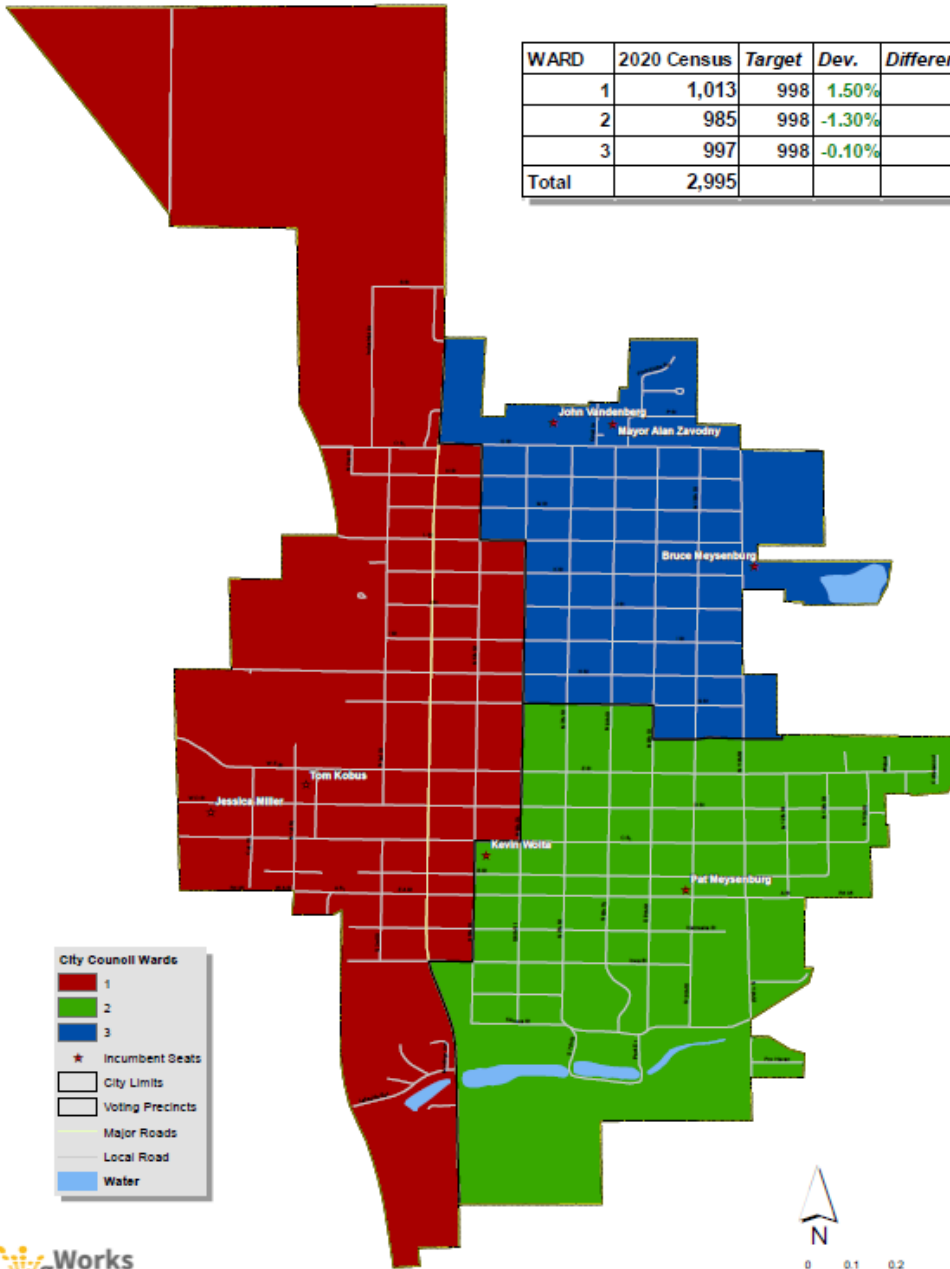
RECOMMENDED: Olsson	ACCEPTED: City of David City, Nebraska	ACCEPTED: M. E. Collins Contracting Co., Inc.
By:  Engineer (Authorized Signature)	By:  Owner (Authorized Signature)	By:  Contractor (Authorized Signature)
Title: <u>Project Manager</u>	Title: <u>Mayor</u>	Title: <u>V.P.</u>
Date: <u>11/18/21</u>	Date: <u>12/08/21</u>	Date: <u>11/19/21</u>
Approved by Funding Agency (if applicable):		
By: _____	Title: _____	Date: _____

Council member Pat Meysenburg made a motion to approve the voting ward boundaries in David City as proposed by Gworks. Council Member Kevin Woita seconded the motion. The motion carried.

Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Absent, Kevin Woita: Yea
Yea: 5, Nay: 0, Absent: 1

DAVID CITY 2021 CITY COUNCIL WARDS

WARD	2020 Census	Target	Dev.	Difference
1	1,013	998	1.50%	15
2	985	998	-1.30%	-13
3	997	998	-0.10%	-1
Total	2,995			



Mayor Zavodny stated that the next item on the agenda was consideration of appointing Emmalyn Gaudio as the Wastewater Supervisor.

Mayor Zavodny said, "Last time we were waiting for her to take her test and she did and she passed. She did what we asked her to do. I think at this point we can feel comfortable in appointing her and it does help in the separation of duties. We want to wish her 'Congratulations'."

Council member Pat Meysenburg made a motion to approve the appointment of Emmalyn Gaudio as the Wastewater Supervisor. Council Member Kevin Woita seconded the motion. The motion carried.

Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Absent, Kevin Woita: Yea
Yea: 5, Nay: 0, Absent: 1

Mayor Zavodny stated that the next item on the agenda was consideration of a Memorandum of Understanding with the Butler County Soccer Organization.

City Administrator Clayton Keller said, "Our current Memorandum of Understanding with the soccer organization is set to expire in early 2022, and the City and the organization are both pleased with the way things went last year and we'd like to make this an annual thing. So, we had Joanna put in language where this automatically renews this on a yearly basis and if one entity wants to change some of the terms, then there's a date that they have to give notice to the other party, otherwise everything else is pretty much the same."

Council member Pat Meysenburg made a motion to approve a memorandum of understanding with the Butler County Soccer Organization. Council Member Kevin Woita seconded the motion. The motion carried.

Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Absent, Kevin Woita: Yea
Yea: 5, Nay: 0, Absent: 1

MEMO OF UNDERSTANDING

This Memo of Understanding, hereafter referenced as "Understanding" is made by and between THE CITY OF DAVID CITY, NEBRASKA, a Nebraska Municipal Corporation, hereafter referenced as "City" and BUTLER COUNTY SOCCER ORGANIZATION, INC., a Nebraska Non-Profit Corporation, hereafter referenced as "Soccer Organization".

WHEREAS, Soccer Organization runs a youth soccer program within the City's corporate limits, and,

WHEREAS, Soccer Organization leases soccer fields from Butler County Ag Society on which Soccer Organization hosts youth soccer games and practices; and,

WHEREAS, Soccer Organization desires to contract with the City for the provision of

administrative services to assist in running said youth soccer program and for the mowing services for said soccer fields; and,

WHEREAS, the City has hired a Recreation Department which employs a full-time staff; and,

WHEREAS, the City desires to provide administrative services to assist in running said youth soccer program and mowing services to Soccer Organization through the Recreation Department; and,

WHEREAS, the City and Soccer Organization agree that this Memo shall be effective for one (1) year from the date of execution and shall automatically renew for an additional one (1) year term unless the City or Soccer Organization shall provide the other party with written notice NO LATER THAN October 1st of the current term; and,

WHEREAS, the City desires to charge and Soccer Organization agrees to pay fees for said administrative services and mowing services; and,

WHEREAS, it is in the best interests of both parties herein to reduce to writing their mutual agreements and understandings as relates to the provision of administrative services, the mowing of soccer fields and the payment of fees for said administrative services and mowing.

NOW, THEREFORE, IN CONSIDERATION OF the terms and conditions of this Memo, which the parties hereto AGREE TO BE VALUABLE CONSIDERATION, the City and Soccer Organization agree as follows:

1. Soccer Organization agrees as follows:
 - (A) Soccer Organization will pay a Board Director Fee of \$3,000.00 to City in lumpsum by March 31, 2022 (and on March 31st of the year of each automatic renewal term) for administrative services provided by the City to Soccer Organization pursuant to this Memo.
 - (B) Soccer Organization shall pay \$100.00 to the City for each occurrence of mowing of the soccer fields by the City. Soccer Organization shall remit payment to the City within ____ days of receipt of each invoice for mowing services.

2. The City agrees as follows:
- (A) The City will provide Soccer Organization with administrative services through the Recreation Department, to include:
 - a. Maintaining and responding to Facebook messages
 - b. Responding to email
 - c. Running the RemindMe App
 - d. Creating the youth soccer teams (with Soccer Organization board review)
 - e. Creating the youth soccer game schedule
 - f. Organizing Soccer Organization's cookie dough fundraiser
 - g. Preparing and maintaining the soccer fields
 - h. Accept registrations for participants that are unable to attend registration night
 - i. Ordering uniforms
 - j. Any other administrative duties
 - (B) The City agrees to provide mowing services for the soccer fields.
 - (C) The City agrees to provide Soccer Organization with an invoice for each soccer field mowing occurrence within _____ days of each mowing occurrence.
3. This Memo SHALL BE BINDING on the City and Soccer Organization, their heirs, successors, assigns, and personal representatives.

CITY:

SOCCER ORGANIZATION:

By: _____
 Alan Zavodny, Mayor Date

By: _____
 Austin Wittner, Date

Attest: _____
 Tami Comte, City Clerk Date

By: _____
 , Date

STATE OF NEBRASKA)
) ss.
COUNTY OF BUTLER)

The foregoing instrument was acknowledged before me _____, 202__ by ALAN ZAVODNY, Mayor and TAMI COMTE, City Clerk, both of the City of David City, Nebraska, a Nebraska Municipal Corporation, on behalf of the corporation.

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF BUTLER)

The foregoing instrument was acknowledged before me _____, 202__ by _____, _____ and _____, _____, both of the Butler County Soccer Organization, Inc., a Nebraska Non-Profit Corporation, on behalf of the corporation.

Notary Public

Mayor Zavodny stated that the next item on the agenda was consideration of appointing Greg Aschoff to the Planning Commission to fill the unexpired term of Nicole Gasper until April, 2023.

Mayor Zavodny said, "For the record, I'd just like to say that you'd be hard pressed to find a more qualified candidate. He'll do a good job."

Council member Pat Meysenburg made a motion to appoint Greg Aschoff to the Planning Commission to fill the unexpired term of Nicole Gasper until April, 2023. Council Member Jessica Miller seconded the motion. The motion carried.
Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Absent, Kevin Woita: Yea
Yea: 5, Nay: 0, Absent: 1

Mayor Zavodny stated that the next item on the agenda was consideration of Progress Estimate #2 and #3 for Acterra Group in the amount of \$42,431.11 and \$19,854.36, respectively, for the Airport Fuel System Project, FAA AIP No. 3-31-0025-013.

City Administrator Clayton Keller said, "I'll take this opportunity to fill you in a bit on where this project is at. The fuel system is up and running. They have trained our guys on how to operate it and Tami and I on how to operate the computer side of things. So, it's good to go.

They sold gas a few times, I think. So, the only thing left now is the punch list and final walk-through. This is everything but that final \$5,000 or so.”

Mayor Zavodny said, “I did see in the claims that we had some credit card transactions. With you moving on and being one of the trained, do we have a secondary backup that we can train so if Tami is out of the office, we have somebody?”

City Clerk Comte said, “I would train Lori if she would want to learn.”

Deputy Clerk Lori Matchett said, “I can do that.”

Mayor Zavodny said, “I’m not sure she had much of a choice. That was my question on that.”

Council member Kevin Woita made a motion to approve Progress Estimate #2 and #3 for Acterra Group in the amount of \$42,431.11 and \$19,854.36, respectively for the the Airport Fuel System Project, FAA AIP No. 3-31-0025-013. Council Member Pat Meysenburg seconded the motion. The motion carried.

Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Absent, Kevin Woita: Yea
Yea: 5, Nay: 0, Absent: 1

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PROGRESS ESTIMATE

**NEBRASKA DEPARTMENT OF TRANSPORTATION
 DEPARTMENT OF AERONAUTICS**

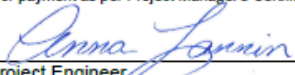
Sponsor: <u>City of David City</u>	Estimate No. <u>2</u>	Date: <u>Oct. 20, 2021</u>
<u>577 North 4th Street, P.O. Box 191</u>	Project No.: <u>2010235</u>	
<u>David City, Nebraska 68632</u>	AIP Project No. <u>3-31-0025-013</u>	
Contractor: <u>Acterra Group</u>	Name of Project: <u>Fuel System Improvements</u>	
<u>P.O. Box 160</u>	<u>David City Municipal Airport (93Y)</u>	
<u>Marion, Iowa 52302</u>	<u>David City, Nebraska</u>	

CONTRACT QUANTITIES	ITEM NO.	DESCRIPTION	ESTIMATED QUANTITIES TO DATE	UNIT	UNIT PRICE	AMOUNT
Base Bid						
1	1	Mobilization	90.00%	LS	\$9,629.24	\$ 8,666.32
1	2	Construction Safety Plan and Traffic Control	100.00%	LS	\$7,840.00	\$ 7,840.00
1	3	Install Aviation Fuel System Equipment	95.00%	LS	\$185,849.32	\$ 176,556.85
1	4	Card Reader	80.00%	LS	\$20,607.55	\$ 16,486.04

As Project Manager, I hereby certify that the quantities shown above have been completed from measurements made by me or my predecessors and that the work has been performed according to plans and specifications.


 Project Manager 10/20/2021
 Date

Approved for payment as per Project Manager's Certification.


 NDOT Project Engineer 10/21/2021
 Date

Grand Total	\$	209,549.21
5% Retained	\$	10,477.46
Less Previous Estimates	\$	156,640.64
Due to Contractor	\$	42,431.11


APPROVED: _____
 Airport Sponsor Date

PROGRESS ESTIMATE

NEBRASKA DEPARTMENT OF TRANSPORTATION
 AERONAUTICS DIVISION

Sponsor: <u>City of David City</u>	Estimate No. <u>3</u>	Date: <u>11/3/2021</u>
<u>557 N. 4th Street</u>	AIP No.: <u>3-31-0025-014-2021</u>	
<u>David City, NE 68632</u>	Garver Project No.: <u>20A14400</u>	<u>David City Municipal Airport</u>
Contractor: <u>Garver, LLC</u>	Date of Contract: <u>4/28/2021</u>	
<u>PO Box 6565</u>		
<u>Lincoln, NE 68506</u>		

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITIES TO DATE	UNIT	UNIT PRICE	AMOUNT
1	Project Initiation & Admin	100%	LS	\$7,536.18	\$7,536.18
2	Inventory of Existing Conditions	80%	LS	\$52,047.61	\$41,638.09
3	Aviation Activity Forecasts	75%	LS	\$23,496.81	\$17,622.61
4	Facility Requirements	30%	LS	\$13,572.76	\$4,071.83
5	Airport Alternatives	20%	LS	\$39,469.11	\$7,893.82
6	Airport Layout Plan Development	15%	LS	\$51,237.11	\$7,685.57
7	Implementation Plan	0%	LS	\$8,105.63	\$0.00
8	Aeronautical Survey	83%	LS	\$90,909.00	\$75,000.00
9	Closeout	0%	LS	\$9,131.92	\$0.00

As Project Engineer, I hereby certify that the quantities shown above have been completed from measurements made by me or my predecessors and that the work has been performed according to plans and specifications.  Project Engineer Date <u>11/10/2021</u>	Grand Total	<u>\$161,448.10</u>
	Less Previous Estimates	<u>\$137,918.07</u>
	Due Contractor This Estimate	<u>\$23,530.03</u>

Approved for payment as per Project Engineer's certification Anna Lavin 11/29/2021
 NDA Project Engineer Date

APPROVED: _____
 Airport Sponsor Date

Mayor Zavodny stated that the next item on the agenda was consideration of approving the new airport hangar lease and authorize the mayor to sign.

City Administrator Clayton Keller said, "We had some minor changes that we wanted to make to the lease and it has to do with when someone leaves and ends their lease with an airport hangar that they will get refunded for any months that have been paid, if they find someone else to take their place. Either way, the City won't be out any money."

Mayor Zavodny said, "I remember in the claims today, we had one for a gentleman from Schuyler and perhaps another one, so that, apparently, is working."

Council member Tom Kobus made a motion to approve the new airport hangar lease and authorize the mayor to sign. Council Member Pat Meysenburg seconded the motion. The motion carried.

Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Absent, Kevin Woita: Yea
Yea: 5, Nay: 0, Absent: 1

LEASE TO HANGAR AIRCRAFT

THIS AGREEMENT made effective as of _____, 20____, by and between THE DAVID CITY MUNICIPAL AIRPORT through the City of David City, Nebraska, a municipal corporation of the State of Nebraska, hereinafter referred to as the "City" and _____, hereinafter referred to as "Lessee(s)".

IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED IN THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

The City hereby grants the Lessee(s) the exclusive privilege of using the space in Hangar # _____ at the David City Municipal Airport for the sole purpose of hanging of Lessee(s) aircraft. Lessee(s) assures City that it has read and fully understands the Rules and Regulations of the David City Municipal Airport.

1. For the privilege granted by this Lease to Lessee(s), Lessee(s) shall pay to the City an annual sum of _____ Dollars (\$_____). This fee shall be paid in two semi-annual installments of _____ Dollars (\$_____), due by December 31 of the preceding year and by June 30 of the lease year.
2. Lessee(s) shall contact Butler Public Power District for electric service and shall pay for the electricity and any associated charges.
3. The term of this Lease is for a period of twelve (12) calendar months only, from January 1 through December 31. [Note: There is an exception for Hangar #1 – the northeast hangar. This hangar is handicapped accessible and according to the FAA if a handicapped person wants to rent the hangar, the City will do everything in their power to allow them to rent Hangar #1.] If such Lease begins after January 1, such lease term shall be from the beginning date of the Lease until December 31 in the first year only. After such Lease has expired during the first year, the Lease period

of twelve (12) calendar months shall be from January 1 through December 31. Said Lease may be continuously renewed for twelve months upon payment of the lease fee without further action by the parties. The lease fee is to be paid by Lessee(s) to the City on or before the due date. If the Lessee(s) fails to pay the lease fee when due, the City may serve a thirty (30) day notice to pay or vacate the hangar. Failure to pay within the thirty (30) day notice period shall, without action by the City, terminate the lease. The fee for Leases issued after the first of each year shall be prorated based on the time of execution of the lease.

4. Lessee(s) has rented the hangar space for the purpose of storing aircraft or aeronautical equipment and shall not use the space in the above-described hangar for any commercial activity whatsoever, including, but not limited to, the offering of flight services to the general public, maintaining and repairing aircraft for the public, and storage of aircraft other than aircraft owned or leased by the Lessee(s).
5. Lessee(s) shall refrain from storing any items or materials on the premises which would violate local or national fire codes and shall not store any gasoline, combustible liquids or hazardous materials in the above-described hangar. Upon notice to Lessee(s) of the violation of paragraph 5, Lessee(s) shall immediately remove such conditions that violate the local and national fire codes or any gasoline combustible liquids or hazardous material in the above-described hangar.
6. This lease is for the hangaring of the following aircraft:

#1 N _____	#2 N _____
Make _____	Make _____
Model _____	Model _____
No. of Engines _____	No. of Engines _____
Year _____	Year _____
No. of Seats _____	No. of Seats _____

Lessee(s), whether individuals, partnership or corporation, must have and maintain a majority legal ownership or majority leasehold interest in the above-described aircraft during the entire term of this lease. Appropriate legal evidence of the Lessee(s) ownership or leasehold interest must be presented upon execution of this lease and within ten (10) days following any change in Lessee(s) ownership or leasehold interest.

7. The Lessee(s) hereby specifically agrees to keep the hangar door closed at all times other than during the times the Lessee(s) is moving aircraft in and out of the hangar space to avoid damage to the hangar by wind. Lessee(s) shall not leave the hangar unattended for any period of time over sixty (60) minutes if the hangar door is open. Lessee(s) assumes and agrees to pay for any damage caused to the hangar if and when the hangar door is left open in violation of this provision. Failure to abide by this provision, whether or not damage occurs, will result in cancellation of this Agreement at the option of the City.
8. The City of David City owns the fire extinguisher(s) in the Hangars. If stolen or damaged in any way the Lessee(s) will be responsible for the replacement of such fire extinguisher. Lessee(s) shall maintain a fire extinguisher or extinguishers, in

good operating condition, containing dry chemical or halon 1211-type extinguishing agents readily available within the hangar space. There shall be one such fire extinguisher for each seventy-five feet (75') of travel within the hangar space.

9. Lessee(s) shall not exercise any privileges granted by this Agreement in such a way as to interfere with or adversely affect the use, operation, maintenance or development of the Airport.
10. The City shall not be liable for any damage to Lessee(s) aircraft while the same is stored or "hangared" or being moved to or from the hangar space, other than gross negligence or willful wrongful acts of the officers, employees or agents of the City.
11. The City shall stand indemnified by Lessee(s) as herein provided. It is expressly understood by and between the parties hereto that Lessee(s) herein is, and shall be deemed to be, responsible to all parties for its respective acts and omissions and the City shall in no way be responsible therefore. It is further agreed that in the use of the airport and hangar space and the exercise or enjoyment of the privileges herein granted, Lessee(s) agrees to indemnify and save harmless the City from any and all losses that may result from any negligence on the part of Lessee(s). Lessee(s) shall not be responsible to indemnify City in the following events: acts of God, riots, civil commotion and the public enemy.

The City shall insure all improvements owned by the City of the premises. Lessee shall bear the entire risk of damage or destruction of aircraft and other personal property stored in or about the hangar, whether owned or leased by the Lessee or a third party located in or about the hangar. Lessee, on behalf of itself and its insurer, waives any right of subrogation to the City, arising out of damage or destruction of the aircraft or personal property while in the leased premises. Lessee further, by the signing of this lease, releases the City from liability for damage or destruction of its stored aircraft or personal property from any perils common to such aircraft or personal property, unless such damage or destruction is due to the sole negligence of the City.

12. The City reserves the right to control access to the hangar space in order to regulate the orderly and efficient operation of the Airport. Lessee(s) may lock the door to the hangar space in order to protect Lessee(s) property kept in the hangar space; provided, however, Lessee(s) shall provide a key for the lock to the Airport Manager who shall have the right of access to the hangar space at all times.

The City controls access to the main gate, hangars, and storage units. The City shall provide a key for the lock to the Lessee(s) Hangar or Storage Unit. The Airport Manager shall have the right of access to all hangars and storage units at all time. No additional locks, padlocks, or keys shall be added by the Lessee(s).

13. The City reserves the right (but shall not be obligated to Lessee(s)) to maintain and keep in repair all publicly owned facilities at the David City Municipal Airport and, further, to develop or improve the landing areas and air navigation facilities of the David City Municipal Airport, at its discretion, without interference or hindrance by Lessee(s). The City's obligation for repairs or maintenance to the hangar space shall extend only to maintain the hangar space in a fit and usable condition suitable for the purpose of hangaring aircraft.

14. The Lessee(s) and its employees and agents shall obey the rules and regulations as may from time to time be lawfully promulgated by the City or its authorized agents in charge of the Airport, and the Lessee(s) and its employees and agents shall observe and obey such regulations as may from time to time be promulgated by the United States, or any department or agency thereof, and by the State of Nebraska, as the same may relate to the privileges provided to Lessee(s) under this Agreement.
15. The Lessee(s) as part of the consideration of this Agreement, do hereby covenant and agrees that:
 - (A) No person on the grounds of race, creed, color, sex, disability or national origin shall be subjected to discrimination in the use of the facilities; and
 - (B) The Lessee(s) shall use the hangar space in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Program of the Department of Transportation, and as said regulations may be amended.
16. The parties agree that this Agreement is a mere lease; that it confers upon the Lessee(s) the privilege of the use of hangar space only for the purposes herein permitted, and necessary incidental privileges. Failure to abide by any of the provisions of this lease will result in the default of this lease at the option of the City.
17. In the event that the subject hangar space shall at any time become subject to taxation by virtue of this Agreement or the use thereof by Lessee(s), Lessee(s) shall pay such taxes as shall be attributable to such use before they become delinquent.
18. In the event the Lessee(s) is in material default of any term of this lease and such default is not cured within fifteen (15) days, excluding paragraph 5, after the date or receipt of written notice of default from the City, then in any set of events, City, at City's sole option may terminate this lease by written notice to Lessee(s). If Lessee(s) violates paragraph 5 above and Lessee(s) does not immediately remove or cure such violations listed in paragraph 5 above, Lessee(s) is immediately in default of the Lease. If this condition is not cured within the allotted time, this lease shall end and the remainder of all rental payments due under the terms of this lease shall accelerate and become immediately due and payable to the City. Upon such termination of this lease by the City, Lessee(s) will surrender possession of the premises to the City and the City shall have all remedies of a secured party according to the laws of the State of Nebraska. The City may then re-enter the premises and repossess the same and remove all personal effects from the premises. Lessee(s) shall not have the right to sub-let, assign or in any manner re-lease any part of the described premises.
19. In the event that the Lessee(s) terminates this lease prior to its expiration and a new Lessee(s) leases the subject hangar space, the City shall reimburse the Lessee for the Lessee(s)'s paid rent in months during which a new Lessee pays rent to the City for use of the subject hangar space.

20. This lease shall be governed by and construed in accordance with the laws of the State of Nebraska. By signing this lease, the City and Lessee(s) hereby submit to personal and subject matter jurisdiction of the State of Nebraska in Butler County of any dispute between the City and Lessee(s).

21. If it shall be determined by a court or other governing body that any provision or wording of this lease shall be invalid or unenforceable under city, state or other applicable law, such invalidity or unenforceability shall not invalidate the entire lease. Whenever two or more interpretations of the provisions or wording of this lease shall be possible, the interpretation or construction shall lead to the enforcement and validity of any provision of this lease shall be favored and deemed to be the intended interpretation of the parties to this lease.

22. To the full extent permissible by applicable law, City and Lessee(s) waive trial by jury in any action, proceedings or counterclaim brought by a party against any other party on any conflict arising out or in any way connected with this lease or the relationship of the parties created hereunder.

Executed by:

CITY OF DAVID CITY, NEBRASKA

Mayor

City Clerk

LESSEE(S)

#1 By: _____

#2 By: _____

Printed Name(s), Address(es), Phone Number(s), and Email Address(es):

Mayor Zavodny stated that the next item on the agenda was discussion concerning production cost adjustment for residential customers.

Council member Bruce Meysenburg said, "I asked Tami to put this on the agenda because about seven or eight months ago, at a Council meeting, Janis Cameron brought up the idea of giving our customers a moratorium. I don't know if it would be done on rates or if it would be a moratorium. I think that we should probably kick around the idea of giving a rebate or something. I talked to Tami about it and she said that it would be fairly easy to do. We just have to figure out how we want to do this, if we want to. It would be nice to give the rate payers a break. I'd like to see how this would work, I guess, that's why I put it on there."

City Clerk Tami Comte said, "Do you want me to explain what I did?"

Mayor Zavodny said, "Yes, please."

City Clerk Tami Comte said, "Bruce told me that he would like to refund around \$100,000 total, so I took what the KWH was for February of 2020 and February of 2021 and March of 2020 and March of 2021 and I used those months because this would have to be by Ordinance, because our electric rates are set by Ordinance. So, we would have to pass an Ordinance in January and then we would use probably either February or March, whatever you decide. The numbers to the left are basically what I came up with to get to around \$100,000. After that, Pat (Hoeft) told me that NPPD had been giving us a PCA credit for all of 2020 and all of 2021. So then, off to the right, in 2020 it was .002167 and in 2021 it was .003751. Those columns are, it's not going to be exact, because I don't know what everyone will use in the next year, but this is what it would have been for last year. It would probably be comparable. So, those are your options. You can either use the numbers from 2020 or 2021 or a combination and do both."

Production Cost Adjustment							
<i>Goal is to refund \$100,000 total</i>					0.002167	0.003751	0.005918
<i>Possible scenarios for Residential refunds</i>					NPPD PCA	NPPD PCA	NPPD PCA
					2020	2021	2020 & 2021 combined
	February, 2021	February, 2020	20-Dec	1,363,635	\$2,955.00	\$5,114.99	\$8,069.99
Total KWH used	1,983,179	1,657,801	21-Jan	1,615,548	\$3,500.89	\$6,059.92	\$9,560.81
x.05	\$99,158.95	\$82,890.05	21-Feb	1,983,179	\$4,297.55	\$7,438.90	\$11,736.45
x.051	\$101,142.13	\$84,547.85	21-Mar	1,153,753	\$2,500.18	\$4,327.73	\$6,827.91
			21-Apr	1,051,837	\$2,279.33	\$3,945.44	\$6,224.77
			21-May	864,237	\$1,872.80	\$3,241.75	\$5,114.55
	March, 2021	March, 2020	21-Jun	1,233,846	\$2,673.74	\$4,628.16	\$7,301.90
Total KWH used	1,153,753	1,227,837	21-Jul	1,284,376	\$2,783.24	\$4,817.69	\$7,600.94
x.086	\$99,222.76	\$105,593.98	21-Aug	1,535,097	\$3,326.56	\$5,758.15	\$9,084.70
x.087	\$100,376.51	\$106,821.82	21-Sep	1,302,294	\$2,822.07	\$4,884.90	\$7,706.98
			21-Oct	861,094	\$1,865.99	\$3,229.96	\$5,095.95
			21-Nov	1,056,497	\$2,289.43	\$3,962.92	\$6,252.35
				15,305,393	\$33,166.79	\$57,410.53	\$90,577.32
Customer A - WITH Electric heat							
	February, 2021	February, 2020					
	6,691	5,095					
Refund @ .05	\$334.55	\$254.75					
Refund @ .051	\$341.24	\$259.85					
	March, 2021	March, 2020					
	2,911	2,827					
Refund @ .086	\$250.35	\$243.12					
Refund @ .087	\$253.26	\$245.95					
Customer B - WITHOUT Electric heat							
	February, 2021	February, 2020					
	1,125	1,304					
Refund @ .05	\$56.25	\$65.20					
Refund @ .051	\$57.38	\$66.50					
	March, 2021	March, 2020					
	1,132	1,397					
Refund @ .086	\$97.35	\$120.14					
Refund @ .087	\$98.48	\$121.54					

Mayor Zavodny said, "Opinions?"

Molly Hunter with the David City Banner-Press introduced herself and said, "The 2021 numbers are not representative so I would use 2020 instead."

City Clerk Tami Comte said, "That is what we got for the 2021 year from NPPD. Those are actual numbers."

Molly Hunter said, "But they were unusually high because of the February storm."

City Clerk Tami Comte said, "No, that's incorrect. 2022's numbers are going to be unusually high because of the February storm. That's why I didn't put that on there because 2022 will be inordinately high because of the money that NPPD made out of the Texas storm last February."

Council member Kevin Woita said, "So, is everybody going to receive the exact same amount?"

City Clerk Tami Comte said, "It would be based on KWH usage and what Bruce asked me to look at was residential only. The rest is up to you to decide, that is what he asked me to look at."

Council member Bruce Meysenburg said, "I didn't want to make it too convoluted for Tami to figure out. She told me that it wouldn't be that big of a deal, if you wanted to go that route."

Mayor Zavodny said, "I've thought about this quite a bit and the rates are set by rate study, so I feel that we're in a good place for where our rates are set. That being said, we've obviously done really well with our electric department. We don't have any super huge capital expenditures that we're going to get worried about if we do something like this. My only question is: tell me what this Ordinance would look like?"

City Clerk Tami Comte said, "I don't really know. I am hoping that Joanna would write that. I mention that today because Clayton and I really don't know how we would write that."

City Attorney Joanna Uden said, "I will figure it out."

City Clerk Tami Comte said, "The other thing is, our electric rate ordinance does include a PCA, I believe. I did not have time to look at that today, to see exactly what that says. It might be that we can just update that. I'll need to talk about that with Joanna when we look at our Ordinance."

Mayor Zavodny said, "The hundred thousand number, I became more and more comfortable with. I think, just to be careful, because these things never work out perfectly, you should probably have a two or three percent buffer zone there. If it gets to be one hundred and one or one hundred and two, because you're kind of guessing, depending on usage and that's the only thought that I had."

City Clerk Tami Comte said, "If we use the NPPD PCA combined 2021, I think that lends us some credibility as to why we're doing it, because we've received it from NPPD and so then, in the future, if somebody would say 'we wanted to pass it on to you'."

Mayor Zavodny said, "It's fairly close to the amount that we're looking at. So, really, the only thing that we can do is to direct Joanna to draft an Ordinance and bring it to us. Is there anybody who doesn't like the idea?"

Council member Bruce Meysenburg said, "I think Janis' idea had credibility and a moratorium would have been quite a chunk of money, but I think if we can give them something back, it's better than nothing. She did have a point."

City Clerk Tami Comte said, "This would be that amount, every month, for a year."

Mayor Zavodny said, "We'll wait to see what that Ordinance looks like and then we can take it up at that point."

Mayor Zavodny declared the public hearing open at 7:36 p.m. to consider the blight and substandard study for the real estate described as follows: Point of beginning (POB) is the intersection of the centerlines of E. "N" Street and N. 7th Street thence going westerly along the centerline of E. "N" Street to the intersection of the centerlines of E. "N" Street and N. 6th Street; thence northerly along the centerline of N. 6th Street continuing to the intersection of N. 6th Street and E. "O" Street; thence easterly to the extended west property line to a tract referred to as Lot 2, STR 18-15-13; thence northerly along the west property line of said lot, continuing to the southern property line of a tract referred to as Part of Lot 6 and 7, STR 18-15-3; thence westerly along the southern property line of said lot to the northwest corner of a tract referred to as Lot 1, STR 18-15-3; thence southerly along the west property line of said lot to the northeast corner of a tract referred to as Part of Lot 7 in S ½ SE ¼, STR 18-15-3; thence westerly along the northern property line of said lot to the northwest corner of said lot; thence northerly along the east property line of a tract referred to as Lot 7, STR 18-15-3 continuing to the northeast corner of said lot; thence westerly along the northern property line of said lot continuing to the northwest corner of said lot; thence northerly along the west property line of a tract referred to as Part of Lots 6 and 7, STR 18-15-3, continuing to the northwest corner of said lot; thence easterly along the northern property line of said lot continuing to the northeast corner of said lot; thence southerly along the east property line of said lot continuing to the southeast corner of said lot; thence easterly along the northern property line of a tract referred to as Lot 2, STR 18-15-3; continuing to the northeast corner of said lot; thence southerly along the east property line of said lot continuing to the centerline of E. "O" Street; thence easterly along the centerline of E. "O" Street continuing to the intersection of E. "O" Street and N. 7th Street; thence southerly along the centerline of N. 7th Street continuing to the POB, +/- 17.3 acres.

Keith Marvin of Marvin Planning Consultants introduced himself and said, "What I'm here tonight for is what you asked me to do is to look at doing a blight and substandard study for the property that the City has purchased on the north end of town. What we have found is that this area, based upon the description, does meet those criteria. As I've told a number of you in the past, State Statute lays out the thirteen items that you may look at. It doesn't dictate that you have to meet all thirteen of these criteria. The biggest thing that we have to meet, it says in Statutes that you have to have structures, and the toughest one to get around is that you have to have structures that are an average of forty years of age or older. Now, about four or five years ago, what we would do is we'd look at how many structures that we had that were forty years of age or older and if you had ten that were older and nine that weren't, you met the criteria. Then our State Auditor's office stepped in and they went through a number of blight studies across the state and they determined that the average of those structures also has to be forty years of age. The study area that we've laid out, you've got nine primary structures that total four hundred sixty-six years, and you divide that out and your average age of structure in that area is fifty-one point eight years of age. Now, granted, the biggest area that we're looking at is the raw land that was purchased by the City. This has been done in David City in the past. It's been done in numerous other communities and I've also been involved with a case out of Falls City that ended up in the Supreme Court, for something similar but on a bigger scale. The City of Falls City won that case. The Justices did say that was a legitimate blight study and configuration. So, with that, there are a number of other things that we've been able to use the condition of "O" Street in that small area, there's a lack of sidewalks in the area and there's a lack of curb and gutter, especially along "O" Street. These are all things that can be used to declare an area as blighted and substandard. I'll answer any questions that you may have, otherwise I will sit down."

Mayor Zavodny said, "So, you are confident that it has met all of the rules to qualify for that?"

Keith Marvin said, "Yes."

Mayor Zavodny said, "Also, the Planning Commission is recommending to this Council to declare it blighted and substandard."

Keith Marvin said, "They voted, I believe, unanimously with my abstention."

Council member Bruce Meysenburg said, "Just to be clear, this is the first step to getting this area so we can go after TIF money for this and that's the main issue that we're looking at right now?"

Keith Marvin said, "That's correct. I will tell you that is the only way that you can use TIF money in that area. In Nebraska, in order to use tax increment financing, the area has got to be declared blighted and substandard."

Council member Bruce Meysenburg said, "As far as other housing in that area, it's not going to have a detrimental effect on that?"

Keith Marvin said, "I have never seen it have a detrimental effect. My story that I like to tell people when they get worried about it is the City of Omaha had a project in the 90's in an area east of UNO and Warren Buffet lived in a blighted and substandard area. Any other questions?"

Mayor Zavodny said, "What I want to do is to take a second and have Joanna tell us where we are. This is a process and not something that we'll be doing tomorrow."

City Attorney Joanna Uden said, "I would just briefly mention that it's been a while since I've looked at my memo that says exactly the steps of this process, but, where we are at right now is that we've purchased the land, we've done a blight study, but we're several steps away from doing any platting or looking at what lots are going to look like or anything like that. Really, what we're looking at right now is just the blight study, and there are several steps and probably meetings and hearings that will be held before we get close to figuring out what this will look like to be developed."

Mayor Zavodny said, "Just to refresh the Council, we're looking for work-force housing as a priority here. Just being out in the community, there has been such confusion that this is low-income housing. That has never been the intention, but I hear it over and over. People get those nomenclatures confused quite often, so I know that you're hearing some of that but that has not been the intention."

Council member Bruce Meysenburg said, "I would like to see it as single-family units. Basically, that's what I'm hoping for. I guess we've got a say in what goes in there and that's part of being on the CRA, I think. We're not anywhere near that stuff."

Keith Marvin said, "To emphasize what Alan just said about workforce housing, the housing that was done in Sabata's Addition by Dana Point Development is considered

workforce housing. It's not low-income housing. The last I knew the State definition of workforce housing is up to \$250,000 in value. I've heard somebody tell me recently that it's been upped to \$275,000 in value. We're not talking about run-down type of situations. You're talking about housing for people who work at Timpte and other places would be able to afford and have a decent home instead of having to drive fifteen, twenty, thirty minutes to work each way."

Linda Vandenberg introduced herself and said, "I just wanted to address that when I had previous conversations with Clayton, he had always addressed affordable housing. With that, I have talked with three different appraisers and the office of economic development in Lincoln and all four of them gave me the same response. I addressed it the way that Clayton addressed it to me as affordable housing and even in consideration of having to readdress your ordinances to what your lot sizes were going to be. I think, right now, we talked about that at the Planning meeting on Saturday morning and when I talked to Clayton, he had talked about reducing the lot sizes so that they could be affordable, is what he had used. Again, when I addressed that with the three different appraisers and economic development, all of them had concerns with that. If you are considering, if you talk about it being workforce housing versus affordable housing, so I just wanted to make sure that is clear because that is something that is very concerning. With affordable housing, all of them had the same response, that essentially equals low-income housing. They all said that you might not have an issue with it right now but eighteen years from now, you as a property owner, will have issues. They had major concerns for our property values if it is affordable housing or low-income housing. They all said that we wouldn't have issues right now but in fifteen years if I wanted to sell my home, it could become a substantial issue because the appraisal value could significantly decrease because of what is in my neighborhood. My house, my neighbor's house, anything that is in the blighted area, Alan is my neighbor, his house could have a significant decrease for its appraisal value, which then you have a market to loan value if I wanted to sell it and that appraisal value is low and a potential buyer might not be able to get a loan because of the appraised value. So, that was, obviously, one of my major concerns. Something else that I would like to see is, was there a feasibility study done? Is this the most feasible place in your community for housing to be done? I'd like that to be addressed. Another thing was how are we going to pay for this? You talk about TIF funding and this is your first step to get TIF funding. Well, if you get this TIF funding, my understanding also, as well, is that you get this, your TIF funding for fifteen years. You get to use that revenue to pay off your TIF. It doesn't go to your schools, your taxes don't go to the schools, correct? How is this going to impact our school district? That doesn't just mean David City Public School District, because part of their budget includes the parochial school. So, you build this development and you put twenty houses on there and you have twenty households with twenty kids, and your school district now has an obligation to educate those kids and do not get the tax funding from that. Also, my understanding, possibly is that any housing that is included in this blighted area, is their property included in that TIF funding for fifteen years, as well? I'm asking about any properties that are in this blighted area. If the property is in the blighted area, does it suspend those taxes?"

Mayor Zavodny said, "No."

Linda Vandenberg said, "So, when you have that TIF funding and you're now paying that off, depending on how you develop it are you going to have a developer that's going to buy it all and develop it or like Clayton identified that we might have to do it in sections. So, maybe you sell two out of the twenty lots, and it takes you fourteen years to sell the rest of those lots,

depending on how you set up your payment schedule, how are you going to make those payments? You sell two lots the first year and you still have to make those payments, once a year, twice a year, however you set up your payment schedule. But if you don't have that money, where's that coming from?"

Mayor Zavodny said, "To clarify a couple questions – and I had some of those similar questions. It's the increase in value for what is there now versus the added value for the new construction. That's where the TIF comes from. The school will not get it for fifteen years, that is correct. The reason that we went this way is to address the tail lights leaving town at night and the headlights coming in in the morning."

Linda Vandenberg said, "Again, I'd like to state, did you do a feasibility study? Is this the best location in our community for that? I have concerns about the writing of the study. I get the criteria, the forty-year-old structures. I get that criteria, but to say that this neighborhood is deplorable and deteriorating is rather concerning and I think it's a play on words to get what you might want. You address buildings that are deplorable, you say in your study that seventy-four percent of the buildings are normal or below. But if you take those exact same numbers, ninety-four percent is normal or above. It's just a play on words. If this is such an issue, I'd like to know where some of this funding or any of this funding is going to address those issues that you used to get your funding? You talk about curb and gutter, streets, sidewalks, those problems are going to still exist and you indicate that they are an issue in your study. Those are still going to be there unless you address them and what part of the TIF funding are you going to use to address those?"

Mayor Zavodny said, "Anyone else wish to speak to this?"

Dana Trowbridge said via Zoom, "What does this most recent conversation have to do with a blighted survey? It seems to be off point."

Mayor Zavodny said, "I had that thought today when I knew this was coming up that it would probably happen. The reason that I'm listening to it in this context, and your question is valid, is to establish what the concerns are early on so we can work together to address them as we continue to move along in the process. But your point is valid. We're here to talk about 'do we have issues with the blight study' or 'are there comments on the blight study'. We've gone a little past that so your point is duly noted."

Dana Trowbridge said, "Thank you."

Jan Sypal introduced herself and said, "Linda pretty much covered all of the points that we had with the project. I know that we're going beyond, but this is the first step in a long process. So, you have to start somewhere, so that's why we're starting at this first step. Because we, as neighbors, as people in the community would like transparency to know how these steps, how these processes go. Bruce, you had a great question and it's the same question that Dan and I and, I think, the neighbors ask all the time. Will you, as the Council, have the right to get the lots? Will you be able to plan these? Will you be able to plan that this is affordable housing or workforce housing? When will you have the opportunity to vote on that or will it happen that you'll sell all of the property to one person? If you were that one person, that one contractor, what would be the first and foremost thing in your mind? That would be to sell lots as quickly as possible to regain your money back on the project. What does that

mean? Does that mean that you come to these meetings and you have to vote on readjusting the lot size from a seventy-five-foot lot to a forty-foot lot? Because when this whole thing started, this whole thing with the blighting, this whole thing with the development program, you have to understand, Dan and I are, absolutely, one-hundred and ten percent for housing in our community, whether it be behind us or whether it be on one side of town or the other, it doesn't matter. We don't disagree that we need housing in the community. We do need housing in the community. But our question is what kind of involvement will the Council have and that is a huge question and once we pass this first step of blighting this area, then the process will continue and the process will never stop and sometimes you get into this process and it gets beyond your control. Once you sell this area, once you get rid of this area, I'm all for if you sell lots, seventy-five-foot lots, one-hundred-foot lots, one-hundred-fifty-foot lots, one acre lots, to contractors, locally, to build houses because I know there's a lot of people interested in this property behind us. They are interested in it. But they are people who are interested in building on bigger lots. But once you get that out of your control, how much control are you going to have. Bruce, that was a great question because, honestly, we could get to a point in time where it is totally out of your control."

Council member Bruce Meysenburg said, "So, what's the difference if a developer would have come in here and done this without the City's involvement at all? If we'd have gone ahead and a developer would have wanted to buy it and the people that owned it before would have sold it to them, what control would you have over it then? Control over what they put in there?"

Jan Sypal said, "You had control over it all this time with Holoubek's."

Council member Bruce Meysenburg said, "What I'm saying is if Holoubek and Maguire had sold it to a developer, not the CRA, nothing to do with us, what kind of control would you have over it then? You wouldn't."

Jan Sypal said, "Well, they did have a plat."

Council member Bruce Meysenburg said, "I understand that."

Jan Sypal said, "It was available to you."

Council member Bruce Meysenburg said, "What's the difference of us as the CRA doing the same plat?"

Jan Sypal said, "There's nothing compared to you as the CRA doing a plat. But once you sell to a contractor, then what's to say that he's going to want to build on smaller lots?"

Council member Tom Kobus said, "We'd still have the say-so no matter if you sell the whole works at one or not."

Council member Bruce Meysenburg said, "I guess my opinion is as the CRA I would think that we'd have control from start to finish, but maybe I'm wrong. Maybe I'm looking at it the wrong way but as far as I'm concerned, I don't have any plan to sell it to a developer."

Jan Sypal said, "What's the guarantee on that, to us?"

Discussion followed.

City Attorney Joanna Uden said, "To briefly address that, the Council is voted in so the people do have more control as the Council is going to be listening to these public hearings and having open meetings where you can come and present these concerns or whatever it may be down the line. The Council will make those decisions based on the fact that they are voted in and are listening to the people of their City so this will follow a very public process in which the Council, as the CRA, will have the ultimate say in what this looks like or who buys what lots and all of that."

Jan Sypal said, "But who has control over who it's sold it?"

City Attorney Joanna Uden said, "The CRA."

Jan Sypal said, "The CRA will have control over who purchases that?"

City Clerk Tami Comte said, "The next part of this is to do a Redevelopment Plan and also part of the agenda tonight is to hire Olsson's to do a preliminary and a final plat and that will determine the lot size. That will be a public hearing at the Planning Commission and also at the City Council. So, they will do the platting."

Jan Sypal said, "So, I guess, all I'm asking is just transparency. Transparency with the whole Council, with the mayor, with the City. So that there's transparency and basically so all of us are aware of what is going on because it seems like that has been a little bit of a problem in the past."

Council member Bruce Meysenburg said, "I'll tell you right now that I'm going to put my foot down if there's going to be forty-foot-lots. That's not going to happen."

Jan Sypal said, "You can't say that there can't be because that can all be changed in the Ordinances. That can always be changed. They are seventy-five-foot lots now, but you can never say never."

Council member Pat Meysenburg said, "You can't build a house on a forty-foot lot."

Jan Sypal said, "They do. They build them on forty-foot lots because they have them in Seward, Nebraska. What they do is that they build a house and they build a house on the back side. So, don't say that it can't be done."

Council member Pat Meysenburg said, "We'd have to change the Ordinance in order for it to be allowed."

Jan Sypal said, "That's correct. All I'm saying is that there is no guarantee and that worries us."

Council member Bruce Meysenburg said, "There would have been no guarantee if somebody else would have bought it, either."

Keith Marvin said, "To answer the question, Tami is going down the right path. After this step is a thing called the Redevelopment Plan that has to happen in order to use TIF. Now, you have a general one and then once you get to the point where you know what you are wanting to do you have a site-specific Redevelopment Plan. So, if a developer does get involved, your hold on them is the fact that you're handing them a bunch of money through tax increment financing and you hold the carrot and the stick at the same time. The other thing is if you are going to do workforce housing, my hope is the City would partner with a developer who understands what workforce housing is because there's more money out there than TIF money to actually do this type of housing and if they get funded, they have to follow the specifications of what they tell the state and Nebraska Investment Finance Authority what they're going to do. They have the CRA holding the hook on them with the money, with the TIF, they've got the State Economic Development and NIFA holding the hook, as well. So, there's plenty of people that have the money that are going to hold them to what you say you want as far as the project is concerned. But you've got to have this step in place and you've got to do other things before you can do that. The nice thing about the DED, the workforce housing money is, if David City came up with roughly a quarter of a million dollars to invest into this, you apply to DED and if they say 'yeah, we like your project', they double your money and then, if they double your money, NIFA doubles both of your money, so then the City has just turned a quarter of a million dollars into one million dollars to help with that development plus the TIF money. So, when you start talking about three-quarters of a million dollars, you're going to do what you told them you would do."

Linda Vandenberg said, "Who sets the parameters? Do you give them parameters? Do you give them specs?"

Keith Marvin said, "I meant to address that. What happens is that they hire Olsson's to give them the subdivision layout that they want. Once it goes through the hearing process with the Planning Commission and is approved by Council, you just can't change the lots. You have to go through the whole process all over again to change the lot size. There's always the public hearing process to approve it and to amend it. So, there are always notices being given."

Jan Sypal said, "There's a lot of questions that are just unanswered."

Council member Bruce Meysenburg said, "And that's why we're going down the road. Everybody says that they want housing in David City, yet here we are, arguing about it. 'We don't want this kind of housing.' I just don't understand."

Jan Sypal said, "Everybody wants housing in the community, but there's a difference between housing and housing on a forty-foot-lot."

Council member Tom Kobus said, "What is your concern, as a citizen, about a house on a forty-foot-lot?"

Council member Pat Meysenburg said, "I would say that we're not going to allow anything less than a fifty-foot-lot."

Council member Tom Kobus said, "I know that, but I just want to know what would be your concern?"

Jan Sypal said, "What would be my concern on a forty-foot-lot? I have a whole list of concerns."

Mayor Zavodny said, "Here's the issue that we're having right now. We're going down a rabbit hole of a debate. That's really not the purpose here. The purpose is a hearing for people to share their opinions and concerns, comments about it and that's where we're at in the process tonight. We will take this one step at a time, follow the rules, dot the i's, cross the t's, and do what needs to be done to either move forward or not move forward."

Bob Kobza introduced himself and said, "Of course, most of the Council knows that we sell real estate here. Seventy-five or one-hundred-foot lots are in the highest demand. People like three stall garages. I don't think that people realize that construction costs are \$280 per square foot. That's what it's going to take to build a new house. You take a one thousand square foot house and that's two-hundred eighty-thousand without the land. I think that these houses are going to get way over three hundred thousand, just for the simple fact cost of building materials and what's going on. I can't see them held under that. If it's going to be slab on grade, you're going to be at two-fifty and above for the square foot and that's what construction costs are. We're dealing with it right now and it's going to take that in order to build some type of home. You're going to have to be in that two-fifty to three hundred-thousand-dollar level to get much of anything at all with new construction. That's one thing that I'd remind the Council of. I don't think that you're going to keep it under two-fifty, there's no way."

Mayor Zavodny said, "If there are no other comments, we'll move toward closing this hearing."

Hearing no further comments, Mayor Zavodny declared the public hearing closed at 8:07 p.m.

Council member Bruce Meysenburg made a motion to pass and adopt Resolution No. 24-2021 declaring Study Area #5 to be Blighted and Substandard. Council Member Tom Kobus seconded the motion. The motion carried.

Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Absent, Kevin Woita: Yea
Yea: 5, Nay: 0, Absent: 1

RESOLUTION NO. 24 - 2021

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF DAVID CITY, NEBRASKA, DECLARING A CERTAIN AREA OF THE CITY TO BE BLIGHTED AND SUBSTANDARD AND IN NEED OF REDEVELOPMENT PURSUANT TO THE COMMUNITY DEVELOPMENT LAW, CHAPTER 18, ARTICLE 21, REISSUE REVISED STATUTES OF NEBRASKA, AS AMENDED.

WHEREAS, it is necessary, desirable, advisable, and in the best interests of the City of David City, Nebraska, (the "City"), for the City to undertake and carry out redevelopment projects in certain areas of the City that are determined to be blighted and substandard and in need of redevelopment; and

WHEREAS, the Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended (the "Act"), prescribes the requirements and procedures for the planning and implementation of redevelopment projects; and

WHEREAS, Section 18-2109 of the Act requires that, prior to the preparation of a redevelopment plan for a redevelopment project, the Mayor and City Council shall, by resolution, declare the area to be blighted and substandard; and

WHEREAS, on Wednesday, October 13, 2021, at 7 o'clock p.m., a Regular Meeting of the Mayor and City Council of the City was held at 699 Kansas Street, in the City, to determine whether that certain area more fully described on Attachment #1 ("Study Area #5") should be declared blighted and substandard and in need of redevelopment as required by the Act; and

WHEREAS, the City published in The Banner-Press on November 18 and 25, 2021 and mailed notices on November 12, 2021 of a public hearing regarding the consideration of declaring Study Area #5 to be blighted and substandard pursuant to sections 18-2109 and 18-2115 of the Act; and

WHEREAS, the City has posted on its public website and made available for public inspection copies of the substandard and blighted study for Study Area #5; and

WHEREAS, the City Council has on the date of this Resolution held a public hearing on the proposal to declare the Study Area #5 as blighted and substandard, pursuant to the Act; and

WHEREAS, the City Council conducted the public hearing and afforded all interested parties a reasonable opportunity to express their views respecting the declaration of Study Area #5 as blighted and substandard and in need of redevelopment, and the Mayor and City Council reviewed and discussed a blight and substandard analysis on Study Area #5 (the "Blight Study") prepared by Marvin Planning Consultants; and

WHEREAS, the City Council forwarded the Blight Study to the Planning Commission of the City for its review and recommendation, the Planning Commission completed that review and made recommendations to the City Council; and

WHEREAS, the Mayor and City Council reviewed and discussed the recommendations from the Planning Commission; and

WHEREAS, the Mayor and City Council desire to designate Study Area #5 as blighted and substandard and in need of redevelopment in accordance with the Act.

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

Section 1. Study Area #5 is hereby declared to be substandard and in need of redevelopment pursuant to the Act, in that conditions now exist in the Redevelopment Area meeting the criteria set forth in Section 18-2103(10) of the Act, as described and set forth in the Blight Study. Study Area #5 is more particularly described on Attachment 1.

Section 2. Study Area #5 is hereby further declared to be blighted and in need of redevelopment pursuant to the Act, in that conditions now exist in Study Area #5 meeting the criteria set forth in Section 18-2103(11) of the Act, as described and set forth in the Blight Study.

Section 3. The blighted and substandard conditions existing in the Study Area #5 are beyond remedy and control solely through the regulatory process and the exercise of police power and cannot be dealt with effectively by the ordinary operations of private enterprise without the aids provided by the Act, and the elimination of the blighted and substandard conditions under the authority of the Act is hereby found to be a public purpose and declared to be in the public interest.

Section 4. Study Area #5 is in need of redevelopment and is or will be an eligible site for a redevelopment project under the Act at the time of the adoption of any redevelopment plan with respect thereto.

Section 5. This Resolution shall be published and shall take effect as provided by law.

Passed and approved this 8th day of December, 2021.

CITY OF DAVID CITY, NEBRASKA

BY _____
Mayor Alan Zavodny

ATTEST:

City Clerk Tami L. Comte

Council member Pat Meysenburg made a motion to approve an agreement with Olsson for Professional Services for Northland subdivision. Council Member Kevin Woita seconded the motion. The motion carried.

Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Absent, Kevin Woita: Yea
Yea: 5, Nay: 0, Absent: 1



**SCOPE OF SERVICES
CRA Northland Subdivision
David City, Nebraska**

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated November 22, 2021, between the City of David City, NE ("Client") and Olsson, Inc., ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is indicated below.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: North side of "O" Street between 5th & 6th Street, David City, NE

Project Description: This project will include preliminary platting of a parcel of land between 5th and 6th Streets and north of "O" Street, David City, Nebraska. Project will include topographic survey, preliminary plat, basic site civil mass grading, lot layout, street layout, on-site storm sewer, water main plan layout, sewer main plan layout, subdivision committee meeting, planning & zoning meeting, and utility coordination.

SCOPE OF SERVICES

Olsson shall provide the following services to Client (Scope of Services) for the Project:

1.0 Civil Site Design Phase Services \$30,440.00 Lump Sum Fee

- 1.1 Olsson shall have a project initiation meeting in David City, NE with the Client to discuss project specifics and prerequisites. Specific project personnel will be identified, and channels of communication will be established. Contractual matters will be addressed as required.
- 1.2 Prepare a site topographic survey of the site to include existing visible features, marked underground utilities, and existing contours. Nebraska One-Call will be notified.
- 1.3 Prepare site layout plan for preliminary platting to include proposed lot lines, easements, rights-of-way, preliminary mass grading, water & sewer layout, road layout, and preliminary road grades. Utility and paving plans shall be of a general nature describing basic anticipated locations and routes. The Engineer will follow Section 3.03 Preliminary Plat Specifications of the David City Subdivision Regulations.
- 1.4 Erosion control plan, stormwater pollution prevention plan (SWPPP) and NOI permit application.
- 1.5 It is assumed that City owned domestic water mains, sanitary sewer mains, and storm sewer are nearby and accessible for connection. This agreement does not include design to extend said utilities to the building site.
- 1.6 Attendance at one (1) planning & zoning meeting.
- 1.7 Attendance at one (1) City Council meeting.

- 1.8 Includes one (1) site meeting with Client during design. Additional on-site meetings beyond those listed will be charged on a time & materials basis.
- 1.9 Deliverables include preliminary plat drawings in paper copy and/or electronic AutoCAD Civil 3D files.
- 1.10 Olsson will prepare preliminary cost opinions for Client's use if required.

Summary of Fees:

Topographic & Preliminary Platting Survey Services	\$7,500.00 L.S.
Basic Site Civil Design Services	<u>\$22,940.00 L.S.</u>

Total Fees This Agreement **\$30,440.00 L.S.**

Not included as part of this agreement, but can be added as additional services under separate agreement or amendment:

- a. Bonding (e.g., Performance, payment, etc.).
- b. Traffic impact analysis.
- c. Subdivision agreements.
- d. Subdivision application fees, filing fees, etc.
- e. Final platting services.
- f. Bid phase services.
- g. Construction ready drawings/documents/specifications for said site improvements (e.g., Water plans, sewer plans, storm sewer plans, paving plans, etc.). Final design can be included in a future amendment, at the Client's option.
- h. Geotechnical soil borings and soils evaluation.
- i. Environmental permitting (e.g. Wetland delineations, Corps of Engineers permitting, etc.).
- j. Site landscaping or irrigation design.
- k. Site and building lighting design.
- l. Electrical design, gas system design, telephone, or communication design.
- m. Re-zoning fees.
- n. Additional revisions and resubmittals beyond those mentioned above.

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all its services in a timely, competent, and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

Mayor Zavodny stated that the next item on the agenda was consideration of Resolution No. 25-2021 to allow for the reimbursement of certain expenditures as related to the Northland Project, in an amount not to exceed \$5,000,000.

City Administrator Clayton Keller said, "Tami and I spoke with Cody Wickham of DA Davidson, they are the bond company that we go through for bond counsel and he said that we should put this resolution in place and that we can reimburse our expenses with TIF money later down the road, those expenses being the attorney expenses, engineering expenses, bond counsel expenses, the preliminary plat and whatever other expenses down the road. He had tossed out the number \$5,000,000 just as a number that he tells most communities because they'll never reach it. I know you kind of gawked a little bit there when you saw it, but it's not a number that we ever intend to reach."

Mayor Zavodny said, "I only have a year left and I'm not going to let you reach it. Thanks for that clarification."

Council member Bruce Meysenburg made a motion to pass and adopt Resolution No. 25-2021 to allow for the reimbursement of certain expenditures as related to the Northland Project, in an amount NOT TO EXCEED \$5,000,000. Council Member Pat Meysenburg seconded the motion. The motion carried.
Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Absent, Kevin Woita: Yea
Yea: 5, Nay: 0, Absent: 1

RESOLUTION NO. 25-2021

BE IT RESOLVED by the Mayor and Council of the City of David City, Nebraska, as follows:

Section 1. The Mayor and Council hereby find and determine that it is necessary and appropriate to declare an official intent to issue tax-exempt bond anticipation notes or bonds by the City and, in addition, the City's reasonable expectations to reimburse certain expenditures with the proceeds of such notes or bonds as proposed to be issued by the City in connection with the construction of the City's affordable housing project, now being or to be constructed in and for the City of David City, Nebraska; together with engineering, legal, financing and other related project costs.

Section 2. This resolution shall stand as a statement of the official intent of the City under Regulation Section 1.150-2 and for such purpose the following information is hereby given:

- a) A general functional description of the project for which expenditures may be made and reimbursement from tax-exempt bond anticipation notes or bond proceeds provided is the construction of the City's

affordable housing project, now being or to be constructed in the City of David City, Nebraska, all as set out in Section 1 herein.

- b) The principal amount of notes or bonds expected to be issued by the City for that portion of improvements pertaining to this reimbursement resolution is estimated to be an amount not to exceed \$5 million.

PASSED AND APPROVED this 8th day of December, 2021.

ATTEST:

Mayor

City Clerk

[SEAL]

Mayor Zavodny stated that the next item on the agenda was consideration of Ordinance No. 1376 creating a Community Development Agency and converting and replacing the Community Redevelopment Authority.

Council member Jessica Miller introduced Ordinance No. 1376. Mayor Zavodny read Ordinance No. 1376 by title. Council member Jessica Miller made a motion to suspend the statutory rule requiring an Ordinance to be read on three separate days. Council Member Bruce Meysenburg seconded the motion. The motion carried.

Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Absent, Kevin Woita: Yea
Yea: 5, Nay: 0, Absent: 1

Council member Bruce Meysenburg made a motion to pass and adopt Ordinance 1376 Creating a Community Development Agency and converting and replacing the Community Redevelopment Authority on third and final reading. Council Member Pat Meysenburg seconded the motion. The motion carried.

Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Absent, Kevin Woita: Yea
Yea: 5, Nay: 0, Absent: 1

ORDINANCE NO. 1376

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF DAVID CITY, NEBRASKA, CREATING THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF DAVID CITY, NEBRASKA, PURSUANT TO THE NEBRASKA COMMUNITY DEVELOPMENT LAW; SUPERSEDING ORDINANCE NO. 1200 AND CONVERTING AND REPLACING THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY; CREATING THE POSITIONS OF CHAIRPERSON, SECRETARY AND TREASURER OF THE AGENCY; PROVIDING FOR THE HANDLING OF FUNDS AND PROCEDURES BY AND FOR THE AGENCY, PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM.

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

Section 1. Community Development Agency; Creation. Pursuant to section 18-2101.01 of the Nebraska Community Development Law, sections 18-2101 to 18-2155 of the Nebraska Revised Statutes, as amended (the "Act"), the Mayor and City Council of the City of David City, Nebraska (the "City") approve the creation, and do hereby create, the Community Development Agency of the City of David City, Nebraska (the "Agency").

Section 2. Composition. The Agency's members shall consist of the Mayor and City Council of the City (collectively, the "Board").

Section 3. Chairperson and Secretary. The Mayor of the City shall act as the "Chairperson" of the Agency, and the City Clerk shall act as the "Secretary" of the Agency. The Board may elect other officers and hire or designate employees as it sees fit.

Section 4. Powers and Duties. The Agency shall have all powers and duties of an "authority" under the Act, as amended or supplemented, and to act, to the greatest extent possible to carry out the purposes of the Act, including, but not limited to those set forth in section 18-2104 to further the elimination and prevention of blighted and substandard conditions in the City. The Agency shall have all of the powers, rights and obligations of a "community redevelopment authority" under the Act.

Section 5. Meetings; Actions. The Mayor and City Council of the City may, in their discretion, meet and take action in their capacity as the Agency during and as part of meetings of the Mayor and City Council of the City without convening separately as the Agency, and any such actions, considerations or written findings of the Agency may occur contemporaneously with and be included within such actions, considerations or written findings of the Mayor and City Council of the City, as the governing body of the Agency, pertaining to the same subject matter; all in accordance with the Act.

Section 6. Funds. All income, revenue, profits, and other funds received by the Agency shall be deposited with the City Treasurer as Ex Officio Treasurer of such Agency without commingling such money with any other funds under said Treasurer's control and disbursed by check or draft only upon warrants, orders, or requisitions by the Chairperson of the Agency or other person authorized by the Agency, which shall state distinctly the purpose for which the same are drawn; and a permanent record shall be kept by the Agency of any such activity.

Section 7. Prior Ordinance Superseded; CRA Converted and Replaced. This ordinance shall supersede Ordinance No. 1200, providing for the creation of a community redevelopment authority of the City (the "CRA"), previously approved and adopted by the Mayor and City Council of the City. Further, the CRA shall be converted into and replaced by the Agency via the adoption of this ordinance.

Section 8. Assumption and Ratification. The Agency shall assume all existing rights, duties and obligations of, and take assignment and ownership of all right, title and interest in and to any property owned by, the CRA, and the Agency approves and ratifies all prior acts of said CRA as its own.

Section 9. Conflicts. Any ordinance or section of any ordinance passed and approved prior to the passage, approval, and publication or posting of this ordinance and in conflict with its provisions, is hereby repealed.

Section 10. Invalidity. If any section, paragraph, clause or provision of this ordinance shall, for any reason, be invalid, such invalidity shall not affect the validity of the remainder hereof.

Section 11. Effect. This ordinance shall be published in pamphlet form and shall take effect and be in full force from and after its date of passage, approval and publication as required by law.

PASSED AND APPROVED THIS 8th DAY OF December, 2021.

CITY OF DAVID CITY, NEBRASKA

MAYOR

ATTEST:

CITY CLERK

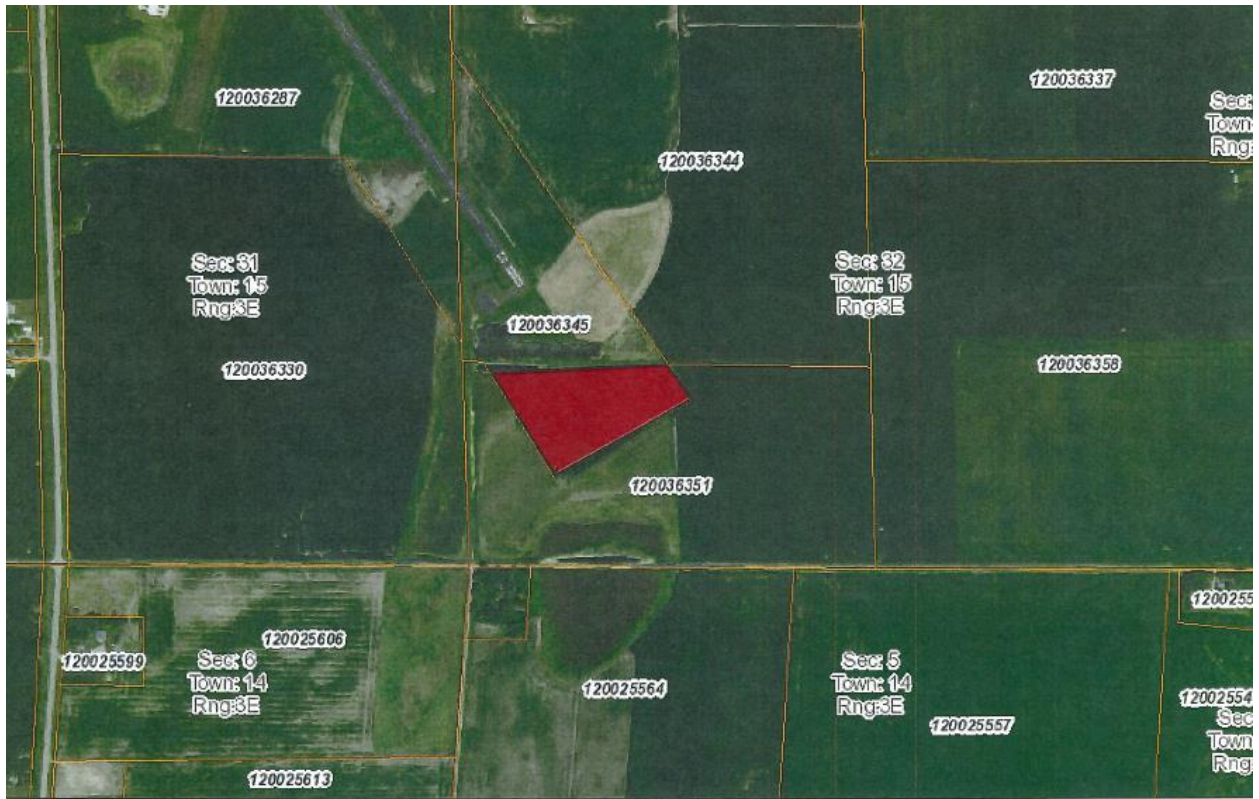
Mayor Zavodny stated that the next item on the agenda was consideration of advertising a notice to bidders to farm a portion of the airport ground known as Farm 5993.

City Administrator Clayton Keller said, "Earlier this year, in February, we received a letter from the USDA telling us that Brian Birkel is no longer going to farm the parcel of land that we have south of the runway at the airport. I'm not sure what the circumstances were. We tried to get another farmer to farm it before planting season, but that didn't happen. Kevin Hotovy was a part of that effort. So, now, earlier this week we had a farmer come into my office and he expressed interest in wanting to farm this piece of property. He said that he is the new farmer for the Helgoth land south of the airport and he thinks that it makes sense for him to farm our ground as well because it is the only access point. We weren't sure if Greg Sabata would be able to get there from his farmland or not. He's the one that Kevin was actually going to try to get to farm the ground earlier this year but I don't think that he ever made it out there to check it out. So, following good public practice, we want to put this out for bid and see if there are any farmers out there interested in placing a bid. The individual who was in my office earlier this week did say that he wasn't willing to pay what the previous farmer was paying, or what I'm assuming the previous farmer was paying but that he would put in a bid as soon as we put it in the paper."

Mayor Zavodny said, "That seems to be the most prudent approach to this that there could be."

Council member Bruce Meysenburg made a motion to approve advertising a notice to bidders to farm a portion of the airport ground known as Farm 5993. Council Member Kevin Woita seconded the motion. The motion carried.

Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Absent, Kevin Woita: Yea
Yea: 5, Nay: 0, Absent: 1





United States Department of Agriculture
Farm Service Agency

Operator Change Notification Letter

Butler County - NE
317 E STREET
DAVID CITY, NE 68632-1655
(402)367-3074 *Ext. 2*

February 4, 2021

CITY OF DAVID CITY
PO BOX 191
DAVID CITY, NE 68632-0191

Dear CITY OF DAVID CITY:

This office has recently updated Farm 5993 to identify you as farm operator in general control of the farming operations on the farm.

Enclosed with this letter is form FSA-156EZ indicating the operator change and a summary of the associate farm details.

This office will be providing a copy of this notification to the prior and current operator and all farm owners. All producers who choose to participate in Farm Service Agency programs are responsible for updating their operating plan and all other applicable forms with FSA to reflect this change.

If you have any questions regarding this letter or if you believe this notification is incorrect, please do not hesitate to contact this office.

Sincerely,

Heather Topil
County Executive Director

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.esr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9892. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) e-mail: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

NEBRASKA BUTLER Form: FSA-156EZ See Page 2 for non-discriminatory Statements.	United States Department of Agriculture Farm Service Agency Abbreviated 156 Farm Record	FARM : 5993 Prepared : 2/4/21 4:08 PM Crop Year : 2021
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Operator Name : CITY OF DAVID CITY
 Farms Associated with Operator : 31-023-5993
 CRP Contract Number(s) : None
 Recon ID : None
 Transferred From : None
 ARCPLC G/WF Eligibility : Eligible

Farm Land Data									
Farmland	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane	Farm Status	Number Of Tracts
13.61	13.61	13.61	0.00	0.00	0.00	0.00	0.00	Active	1
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped		MPL	Acre Election	EWP	DCP Ag. Rel. Activity	Broken From Native Sod
0.00	0.00	13.61	0.00		0.00		0.00	0.00	0.00

Crop Election Choice		
ARC Individual	ARC County	Price Loss Coverage
None	None	CORN, SOYBN


DCP Crop Data				
Crop Name	Base Acres	CCC-595 CRP Reduction Acres	PLC Yield	HIP
Corn	6.80	0.00	129	
Soybeans	6.80	0.00	44	
TOTAL	13.60	0.00		

NOTES

Tract Number : 4611
 Description : P1 SW4SW4 32-15-3
 FSA Physical Location : NEBRASKA/BUTLER
 ANSI Physical Location : NEBRASKA/BUTLER
 BIA Unit Range Number :
 HEL Status : NHEL: No agricultural commodity planted on undetermined fields
 Wetland Status : Tract contains a wetland or farmed wetland
 WL Violations : None
 Owners : CITY OF DAVID CITY
 Other Producers : None
 Recon ID : None

Tract Land Data									
Farm Land	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane		
13.61	13.61	13.61	0.00	0.00	0.00	0.00	0.00		
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL	EWP	DCP Ag. Rel. Activity	Broken From Native Sod		
0.00	0.00	13.61	0.00	0.00	0.00	0.00	0.00		

DCP Crop Data			
Crop Name	Base Acres	CCC-595 CRP Reduction Acres	PLC Yield

NEBRASKA BUTLER Form: FSA-156EZ	 United States Department of Agriculture Farm Service Agency Abbreviated 156 Farm Record	FARM : 5993 Prepared : 2/4/21 4:08 PM Crop Year : 2021
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Tract 4611 Continued ...			
Corn	6.80	0.00	129
Soybeans	6.80	0.00	44
TOTAL	13.60	0.00	

NOTES

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

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To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-2027, found online at http://www.asc.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to: USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) e-mail: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

Council member Pat Meysenburg made a motion to adjourn. Council Member Bruce Meysenburg seconded the motion. The motion carried and Mayor Zavodny declared the meeting adjourned at 8:14 p.m.

Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Absent, Kevin Woita: Yea
 Yea: 5, Nay: 0, Absent: 1

CERTIFICATION OF MINUTES

December 8, 2021

I, Tami Comte, duly qualified and acting City Clerk for the City of David City, Nebraska, do hereby certify with regard to all proceedings of December 8, 2021; 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, City Clerk