

CITY COUNCIL PROCEEDINGS

July 28, 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 July 22, 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 President Tom Kobus, Council members Bruce Meysenburg, Kevin Woita, Pat Meysenburg, John Vandenberg and Jessica Miller, City Attorney Joanna Uden, City Administrator Clayton Keller and City Clerk Tami Comte.

Also present for the meeting were Interim Water Supervisor Aaron Gustin, Park/Auditorium employee Nathan Styskal, Sheriff Tom Dion, Bryon Forney and Banner-Press reporter Molly Hunter.

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, asked those present to please silence their cell phones and 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 Pat Meysenburg made a motion to approve the minutes of the July 14, 2021 meeting as presented. Council Member Tom Kobus seconded the motion. The motion carried.

Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0

Council member Tom Kobus made a motion to reappoint Allan Steinberger and Roger Comte to the Board of Zoning Adjustment (July, 2021 - July, 2024). Council Member Bruce Meysenburg seconded the motion. The motion carried.

Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0

Council member Tom Kobus made a motion to approve Progress Estimate #8 for Kirkham Michael in the amount of \$3,640.19 for the 93Y 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: Yea, Kevin Woita: Yea
 Yea: 6, Nay: 0

RECEIVED

JUL 9 2021

NEBRASKA DIVISION
 OF AERONAUTICS

NDOT-DIV OF AERONAUTICS

4 COPIES TO NDOT DIVISION
 OF AERONAUTICS

Sponsor: City of David City
P.O. Box 191
David City, Nebraska 68632
 Contractor: Kirkham Michael
5621 NW 1st Street, Suite 400
Lincoln, Nebraska 68521

Estimate No. 8 Date: July 9, 2021
 Invoice: 92847
 KM Project No.: 2010235
 AIP Project No.: 3-31-0025-013
 Name of Project: 93Y Fuel Project
 Date of Contract: October 14, 2020

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	95%	hourly	\$ 6,739.56
30,895.67	C	Construction Phase	20%	hourly	\$ 6,205.81
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 7/9/21
 Date

Approved for payment
 as per Project
 Engineer's Certification 
 NDOT Project Engineer 7/9/2021
 Date

Grand Total	\$ 47,038.23
Less Retained	\$ -
Less Previous Estimate	\$ 43,398.04
Due Contractor This Estimate	\$ 3,640.19

APPROVED: _____
 Airport Sponsor Date



Iowa • Kansas • Nebraska

www.kirkham.com

July 9, 2021

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

Estimate No.: 8
 Invoice: 92847
 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.

May 29, 2021 through June 25, 2021

<u>Classification</u>	<u>Hours</u>	<u>Rates</u>	<u>Amounts</u>
T. Thompson, Design Manager	7.5	\$ 34.50	\$ 258.75
E. Johnson, Project Manager		\$ 58.41	\$ -
R. Garber, Sr. Engineer	4.0	\$ 46.63	\$ 186.52
T. McClravy, Sr. Construction Observer	19.5	\$ 25.50	\$ 497.25
S. Beauchamp, Cad Tech	3.0	\$ 24.50	\$ 73.50
Subtotal	34.0		\$ 1,016.02

Direct Non-Salary Costs

Mileage	\$ 246.40
B&E Flying	\$ 184.00
Subtotal	\$ 430.40

Direct Salary Costs	\$ 1,016.02
Overhead (182.07%)	\$ 1,849.87
	\$ 2,865.89
Direct Non-Salary Costs	\$ 430.40
Total Cost	\$ 3,296.29
Fixed Fee (12%)	\$ 343.91
Subtotal	\$ 3,640.19
Subconsultant	
AMOUNT DUE THIS INVOICE	\$ 3,640.19

Mayor Zavodny stated that there was one bid for the remaining bricks from the Downtown Renovation Project. Mayor Zavodny opened the bid and read it aloud.

Gavin Historical Bricks
2050 Glendale Rd. Iowa City, IA 52245
(319) 354-5251 phone (319) 688-3086 fax

ADDENDUM

July 21, 2021

City of David City, NE
557 N 4th St.
PO Box 191
David City, NE 68632

To Whom It May Concern:

Please find this letter attached to our bid for the salvage rights to the bricks left over from the City of David City, NE downtown renovation project. We have been in business for over 20 years and have worked with many cities and towns throughout the USA to salvage brick street pavers for reuse. We value these bricks and will ensure they are put to best use in the future. We would like to spread out our bid over 1 year to ensure we are giving the City of David City our best offer. The market for these bricks can be up and down. In addition, the geographic location of these bricks can make it more difficult for us to sell given the currently high transportation rates. With that in mind we are asking for flexibility in the timing for removal and to be able to negotiate in good faith a fair storage rate if necessary. We would gladly make ourselves available to answer any questions by the City during the Council meeting or a later date/time. Thank you for your consideration.

Sincerely,



Mike Gavin – Gavin Historical Bricks
(319) 631-4356 cell

Gavin Historical Bricks
2050 Glendale Rd. Iowa City, IA 52245
(319) 354-5251 phone (319) 688-3086 fax

July 21, 2021

City of David City, NE
557 N 4th St.
PO Box 191
David City, NE 68632

Gavin Historical Bricks (GAVIN) submits the following proposal to the City of David City, NE (CITY):

- 1) GAVIN will pay CITY \$50,000.00 for the salvage rights to the street pavers left over from the downtown renovation project.
- 2) GAVIN will pay a \$25,000.00 deposit immediately upon acceptance by CITY. Remaining \$25,000.00 one year from acceptance by CITY and/or before GAVIN removes any bricks from CITY property.
- 3) CITY will provide space for the pavers to be processed and stored by GAVIN.
- 4) GAVIN will carry a \$1 million dollar liability policy naming CITY as beneficiary while processing on CITY property. A copy of the Certificate of Liability will be provided to the City before starting the project.
- 5) GAVIN requests 2 years time to process and remove bricks from CITY property, after which it is agreed that GAVIN will pay CITY reasonable rent to store bricks on CITY site.

Submitted: 
Mike Gavin – Gavin Historical Bricks

Agreed to: _____
City of David City, NE

Council member Jessica Miller asked what we would have to do to store the bricks.

Mayor Zavodny said, "Basically, provide space for them to be processed and stored. That does raise some issues. Given where they are currently located, people could still go there and grab truck loads, pickup loads and they do. So, does that mean moving them and making them more secure and allowing them to process them? I don't know that that's unreasonable. The way that it is now is certainly not an ideal situation."

Council member Kobus said, "I think they ought to be responsible for their own security."

Mayor Zavodny said, "Well, with that, what we would have to do at this point is negotiate with them about some of their five points that they've provided for us."

Council member Jessica Miller said, "I think we should come up with what it would take for our employees to relocate them, what it would take in hours and would they cover that cost?"

Mayor Zavodny said to City Administrator Clayton Keller, "Do you have an estimate of how many are remaining out there?"

City Administrator Clayton Keller said, "Hundreds of thousands."

Mayor Zavodny said, "That's a lot of bricks."

Council member Jessica Miller said, "That would be a lot of man hours for the city employees. I would suggest that we come back and ask if they would be willing to pay for our employees to relocate them to a secure location."

Mayor Zavodny said, "I don't think that anything that I've heard is unreasonable but we could table this in order to negotiate with Gavin Bricks on some of the details. Does that sound reasonable? I'd entertain a motion to do so."

Council member Jessica Miller made a motion to table the bid for the remaining bricks from the Downtown Renovation project to negotiate the terms. Council Member John Vandenberg seconded the motion. The motion carried.

Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0

Mayor Zavodny stated that the next item on the agenda was consideration of purchasing Council chairs from Sam's Club for the new office at 490 "E" Street.

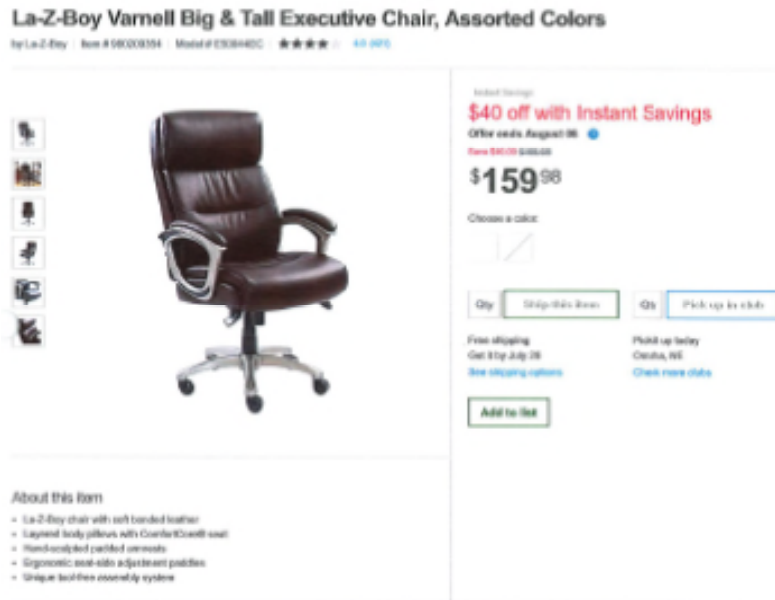
Mayor Zavodny said, "It seems like a good price point and it's probably a better consideration than we had before."

City Administrator Clayton Keller said, "There is a twenty-five-dollar five-year warranty, if the Council wants to consider that as well. We didn't know if you wanted it but the option is there."

Mayor Zavodny said, "I'm going to share my opinion on those kinds of warranties. For the price of what the chair is, I don't know that it's worth the warranty. It needs to be presented. Given the price of the chair, it seems like that additional expense wouldn't be warranted."

Council member Tom Kobus made a motion to approve purchasing Council chairs from Sam's Club for the new office at 490 "E" Street for \$159.99 plus sales tax. Council Member Pat Meysenburg seconded the motion. The motion carried.

Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0



Mayor Zavodny stated that he had spoken with Electric Supervisor Pat Hoeft and he wasn't ready to present the quotes for the basket truck at this time.

Council member Tom Kobus made a motion to table the quotes received for a new basket truck for the electric department. Council Member Pat Meysenburg seconded the motion. The motion carried.

Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0

Mayor Zavodny stated that the next agenda item was consideration/discussion of the request of Bryon Forney regarding the property taxes at his shop at the airport.

Bryon Forney introduced himself and said, "I'm ok with paying the \$248 in taxes, I'm more concerned with extending the lease."

Mayor Zavodny stated that the lease was agenda item sixteen and would be discussed at that time.

Council member Pat Meysenburg made a motion to select City Administrator Clayton Keller as a Committee Member and Council Member Tom Kobus as an Alternate Member to the Rural Workforce Housing Committee. Council Member Bruce Meysenburg seconded the motion. The motion carried.

Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0

Mayor Zavodny stated that there are some items that were left in the new city office building at 490 "E" Street that are not needed and he suggested selling those by sealed bid.

Council member Tom Kobus made a motion to approve taking sealed bids to dispose of the safety deposit boxes, security cabinets and file cabinets from the new city office at 490 "E" Street. Council Member Pat Meysenburg seconded the motion. The motion carried.

Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0

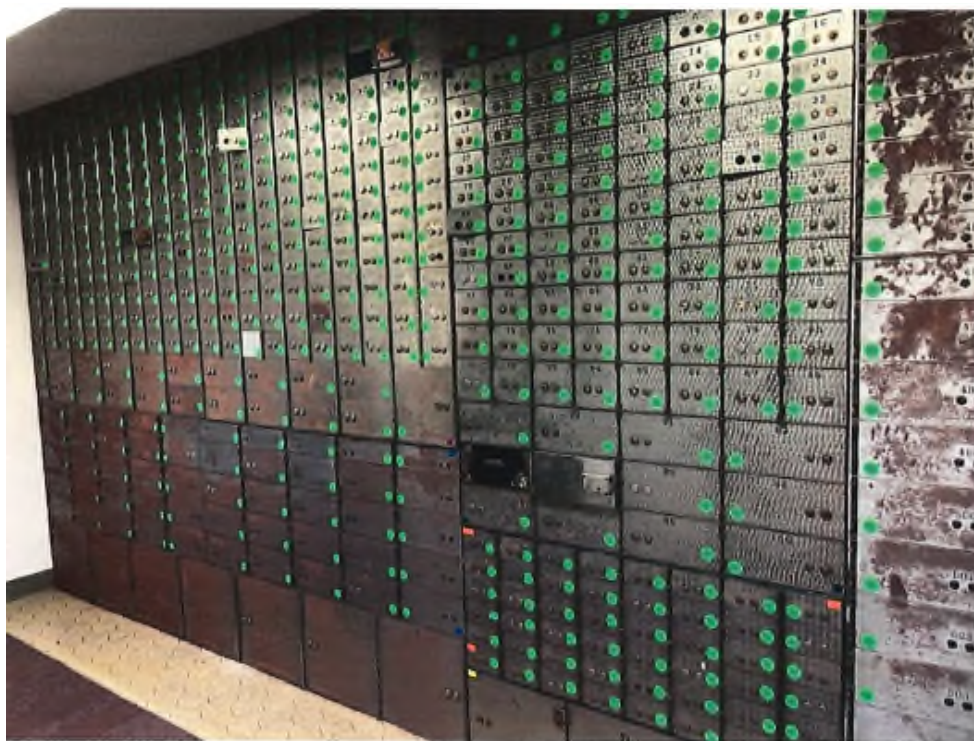
Safe Deposit Boxes Request for Bids

The City of David City is requesting bids for the safe deposit boxes from the building located at 490 "E" Street in David City, NE. Bidders can contact the City of David City at (402) 367-3135 to schedule a time to inspect the boxes. The successful bidder must have the safe deposit boxes removed within sixty days of the bid acceptance date. Bidders are responsible for excessive damage to the building resulting from removal of the safe deposit boxes. Submitted bids must be sealed and received by the City of David City, 557 N 4th St, P.O. Box 191, David City, NE 68632 no later than 4:00 PM on Wednesday, August 25th, 2021. Bid openings will take place at the City Council meeting the same day at 7:00 PM at 557 N. 4th Street, David City, NE 68632. Late bids will not be considered. The City of David City reserves the right to select the bid considered most beneficial to the City. The City of David City reserves the right to reject any and all bids. Questions? Contact City Clerk Tami Comte at (402) 367-3135.











Request for Bids

The City of David City is requesting bids for items located at 490 "E" Street in David City, NE. Bidders can contact the City of David City at (402) 367-3135 to schedule a time to inspect the items. Items are as follows:

- 1) Bank of ten single width teller lockers with combination locks
- 2) Safe Deposit six bond box nest with combination locks
- 3) Vintage Army Green library sorter file cabinet – seventeen files
- 4) Vintage Army Green file cabinet, two doors and eight bank library sorter file cabinet

Bids should be submitted for each item individually. Submitted bids must be sealed and received by the City of David City, 557 N 4th St, P.O. Box 191, David City, NE 68632 no later than 4:00 PM on Wednesday, August 25th, 2021. Bid openings will take place at the City Council meeting the same day at 7:00 PM at 557 N. 4th Street, David City, NE 68632. Late bids will not be considered. The City of David City reserves the right to select the bid considered most beneficial to the City. The City of David City reserves the right to reject any and all bids. Questions? Contact City Clerk Tami Comte at (402) 367-3135.







Mayor Zavodny read Ordinance No. 1366 by title.

Council member Pat Meysenburg made a motion to pass Ordinance No. 1366 on 2nd reading only. Council Member Tom Kobus seconded the motion.

Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Yea, Kevin Woita: Yea

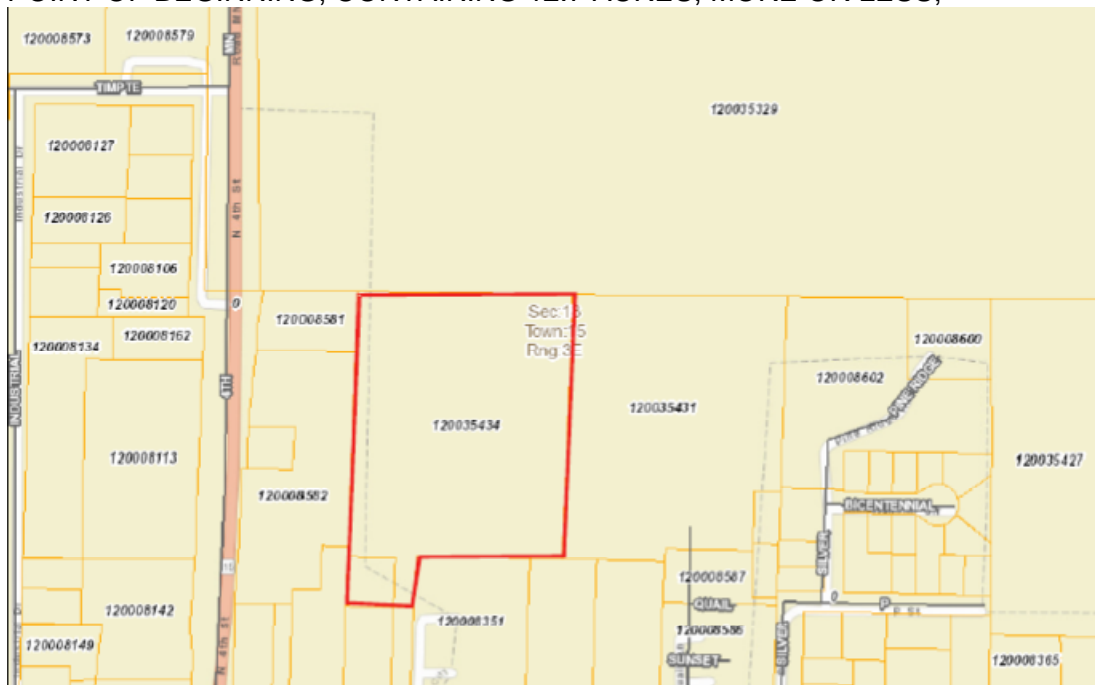
Yea: 6, Nay: 0 The motion carried and Ordinance No. 1366 was passed on second reading only as follows:

ORDINANCE NO. 1366

AN ORDINANCE TO EXTEND THE BOUNDARIES AND INCLUDE WITHIN THE CORPORATE LIMITS OF, AND TO ANNEX TO, THE CITY OF DAVID CITY, NEBRASKA, A TRACT OF LAND LOCATED IN LOTS 6 AND 7, DAVID CITY LAND AND LOT COMPANY'S SUBURBAN LOTS, LOCATED IN THE SW ¼ OF THE SE ¼ OF SECTION 18 T15N R3E OF THE 6TH P.M., BUTLER COUNTY, NEBRASKA, LEGALLY DESCRIBED BELOW, REPEALING ANY ORDINANCES IN CONFLICT HEREWITH; DESCRIBING THE TIME WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT, AND PROVIDING FOR PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM.

WHEREAS, a majority of the City Council of the City of David City, Nebraska, favors the annexation of the following described real property and the extension of the city limits to include said property, as follows:

BEGINNING AT THE NORTHEAST CORNER OF LOT 8 IN SAID DAVID CITY LAND AND LOT COMPANY'S SUBURBAN LOTS; THENCE N89°43'00"E ON THE NORTH LINE OF SAID LOTS 6 AND 7, A DISTANCE OF 638.12 FEET TO THE NORTHEAST CORNER OF SAID LOT 6; THENCE S00°20'16"W ON THE EAST LINE OF SAID LOT 6, A DISTANCE OF 796.95 FEET TO THE NORTH LINE OF SYPAL EAST ADDITION TO THE CITY OF DAVID CITY, NEBRASKA, ALSO BEING THE NORTH LINE OF THE CITY OF DAVID CITY'S EXISTING CORPORATE LIMITS; THENCE N89°30'38"W ON SAID NORTH LINES, A DISTANCE OF 447.27 FEET TO THE NORTHWEST CORNER OF SAID SYPAL EAST ADDITION; THENCE S00°33'20"W ON THE EAST LINE OF SAID SYPAL EAST ADDITION AND THE WEST LINE OF SAID CORPORATE LIMITS, A DISTANCE OF 149.37 FEET; THENCE N89°27'22"W ON SAID NORTH CORPORATE LIMITS LINE, A DISTANCE OF 191.23 FEET TO THE EAST LINE OF SAID LOT 8 AND THE EAST LINE OF SAID CORPORATE LIMITS; THENCE N00°23'53"E ON SAID EAST LINES, A DISTANCE OF 937.53 FEET TO THE POINT OF BEGINNING, CONTAINING 12.7 ACRES, MORE OR LESS;



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

Section 1. That the boundaries of the City of David City, Nebraska, be amended and changed in order to include the property described above.

Section 2. That this Ordinance be filed with the Office of the County Assessor and County Clerk of Butler County, Nebraska, and that the City Clerk be directed to amend the plat filed in her office to show the inclusion of the real estate listed above and that the boundary of David

City as amended by this Ordinance be certified and placed on record in the office of the City Clerk of David City, Nebraska.

Section 3. That any Ordinance, setting or establishing boundaries of the City of David City, Nebraska, which is in conflict with this Ordinance be and the same is hereby repealed.

Section 4. This ordinance shall be published in pamphlet form and shall be in full force and effect from and after its passage as provided by law.

Passed and approved this ____ day of _____, 20__.

Passed on 2nd reading ONLY
Mayor Alan Zavodny

ATTEST:

Passed on 2nd reading ONLY
City Clerk Tami L. Comte

Interim Water Supervisor Aaron Gustin said, "The actual work for this item would be added to next fiscal year's budget. It is required that every two years we have the clear well and the water tower cleaned and inspected. I wanted to seek the Council's approval tonight so that we could complete it after the October 1st date this year. I'd like to give them notice so that they can work us into their schedule."

Mayor Zavodny said, "Has it only been two years since we've done this? It seems like it's been longer."

Interim Water Supervisor Aaron Gustin said, "Yes. Two years."

Mayor Zavodny said, "Ok. Good."

Council member Tom Kobus made a motion to approve allowing Midco Diving & Marine Services to clean and inspect the clear well and the blue water tower. Council Member Bruce Meysenburg seconded the motion. The motion carried.

Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Yea, Kevin Woita: Yea

Yea: 6, Nay: 0



City of David City
 Attn: Aaron Gustin
 1220 E St
 David City, NE 68632

RE: 2021 Tank Maintenance Project

Thank you for considering Midco Diving & Marine Services, Inc. – a proud member and supporter of Nebraska Rural Water Association (NeRWA). We are pleased to provide the following proposal to perform the scope of work outlined below.

All diving operations are fully insured for **"Commercial Diving Operations"** including: General Liability, Workman's Compensation, Hull Machinery, Protection and Indemnity, Pollution Liability, Maritime Employers Liability, Contractor's Pollution, Automotive Liability, U.S.L.H. and Umbrella/Excess Liability/Bumbershoot. **Verifiable Certificates of Insurance with Current Limits** are available upon request.

Midco Diving & Marine Services, Inc. is in full compliance with OSHA 29 CFR 1910, Subpart T - Commercial Diving Operations regulations. OSHA specifies that the minimum acceptable dive crew size is three qualified divers. Not all firms comply with this mandate and continue to use two-person dive crews or unqualified personnel; please be aware of these safety concerns when evaluating our proposal.

- Current diver and equipment certifications will be available on site for review:
Diver training – from accredited commercial dive school (each dive team member)
Current First Aid/CPR training (each dive team member)
Annual medical examination determining diver is fit to perform assigned tasks (each dive team member)
Air purity test for breathing air source(s) – tested every 6 months
Breathing gas supply hoses – tested at least annually to 1.5 times their working pressure
Depth gauges – calibrated every 6 months

TANK DESCRIPTION(S)

Tank	Capacity	Dimensions	Type
Road N Tower	750 K gallons	144' Tall X approx 64 Diameter X 38' Deep	Steel Welded Watersphere
David City Clearwell	500 K Gallons	15' Deep X 80' Long X 60' Wide	Below Grade Concrete Clearwell

Inspection

An inspection with a live video recording, will be placed on a flash drive documenting the findings in the tank. Inspection procedures include, but not limited to:

- Inlet / Outlet
- Overflow
- Roof and Roof Hatch
- Walls and Floors
- Baffles / Support Walls
- Interior Ladders
- Roof Vents
- Exterior Ladder & Rails
- Sumps
- Internal Plumbing
- Joints and Seams
- Interior Coatings
- Exterior Coatings
- Telemetry
- Sediment Depths

Cleaning

Midco will remove up to three inches (3") of accumulated material from the storage tank floor using underwater vacuum procedures as needed. Material(s) that cannot be removed by normal vacuum procedures or material(s) in excess of three inches (3") will be removed for an **additional charge** with an estimated price given on site. Material(s) such as sand, gravel and concrete are considered debris and will be removed by hand at an **additional charge**. All discharged materials, including water, are the responsibility of the Client, Owner or Owners Representative unless prior arrangements are made.

Potable Water Operations – All Midco divers and associated in tank equipment are fully disinfected in accordance with ANSI/AWWA Standard C652-11. All system entries will be conducted in accordance with applicable OSHA regulations pertaining to Diving & Confined Space; including 1910.401 – 1910.441. Specialty equipment may include but is not limited to; appropriate OSHA climbing and personal fall protection, AWWA and ADCI approved commercial diving equipment as it relates to in-service potable water operations.



800.479.1558 (P)
 800.238.0217 (F)
 www.midcodiving.com
 info@midcodiving.com
 P.O. Box 513 Rapid City, South Dakota 57709 – 605.791.3030



City Administrator Clayton Keller said, "The Water & Wastewater Advisory Committee finally got back to us and they have offered two different funding packages. One is from the USDA and one is from the SRF, which is the State Revolving Loan Fund. After talking it over with the mayor and with Aaron, we feel that package number two is the best one. It's a thirty-year loan instead of a forty-year loan, and there is loan forgiveness so it will be cheaper in the long run."

Mayor Zavodny said, "We took some time to analyze it and just to give you a quick history, when we originally did the water treatment plant, it was on a forty-year schedule and the plant had a life expectancy of thirty years. I know what they were doing, they were trying to lower the loan payments, annually. We felt in looking at things that it was better to approach it with a smaller number of years. I don't know if any of you saw the paper today, but it's worth bringing up. Lincoln is raising their water rates by 6% and their wastewater by 4%. A lot of that is for capital improvements and things that they need to do, too. Obviously, we've tried not to do that, but I think that we need to be aware that the problems that we have at the wastewater plant to keep the regulatory agencies happy, we need to make sure that we are doing everything that we can to be in compliance. The reverse osmosis is certainly not going to be an inexpensive project. This is my eleventh year and from the time that I even ran I said that I'm willing to listen to anything but you better tell me how you're going to pay for it. I will stay consistent with that. I'm hopeful that some of the CARES Act money that is earmarked for us is something that would be very smart to earmark for usage for something like that because you're going to be doing it anyway and it protects the rate payers to some extent. That's my cautionary tale of 'don't get all excited about other ideas for that money because we better do what we know we need to do.' That's my soapbox speech and I won't bore you with any more."

Council member Tom Kobus made a motion to accept funding package number two from the Water & Wastewater Advisory Committee for Water Treatment Plant improvements. Council Member Pat Meysenburg seconded the motion. The motion carried.

Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Yea, Kevin Woita: Yea

Yea: 6, Nay: 0

WATER & WASTEWATER ADVISORY COMMITTEE (WWAC)

Department of Economic Development	Department of Environment & Energy	Department of Health and Human Services	US Department of Agriculture Rural Development
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July 20, 2021

Clayton Keller, City Administrator

Re: Funding Package Proposals – City of David City
2020 Amendment #1 To Water System Preliminary Engineering Report
JEO Project #200941.00

Dear Mr. Keller:

Thank you for your funding request to WWAC. The WWAC chose me to be your Point of Contact for this project. WWAC reviewed the documents and received any additional documents needed from your Project Engineer. We have determined that the scope is well defined and not likely to change.

The packages were built using the data in the attached Appendix A. If this data changes as the underwriting proceeds, the loans and grants will also change.

Multiple funding packages have been put together for your consideration, see below. WWAC is asking your elected officials to make a decision on the best funding package for your community. Please route this letter to your board to discuss and vote at the next legal open meeting and respond to me.

Funding Package #1

USDA Rural Development (USDA)

	USDA
Loan	\$5,353,700
Loan Term	40 years
Loan Rate	1.750%
Grant	\$0
Total Package	\$5,353,700

*Loan only with test of credit for the City

Funding Package #2

Department of Environment and Energy : State Revolving Fund (SRF)

	SRF
Loan	\$4,411,449
Loan Term	30 years
Loan Rate	0.5% plus 0.5% admin fee
Loan Forgiveness	\$1,102,862
Small Town Grant	\$0
Total Package	\$5,514,311

These packages are in effect for 30 days. After that, the WWAC reserves the right to recalculate and revise the package. The City would need to request for more time if needed.

Rev 4/21/20

The USDA is an equal opportunity provider, employer, and lender.

As always, please contact me with any questions or concerns and thanks for choosing to work with the WWAC agencies.

Sincerely,



Cyril Martinmaas, NDEE

CC: USDA – Marshall Stephens 402 437-5732
 CDBG - Aaron Boucher 402-471-8605
 SRF – Cyril Martinmaas 402-471-0513

20_WWAC_Finance to Applicant Letter.doc

Mayor Zavodny stated that the next agenda item was consideration of the Third Addendum to Ground Lease for Bryon Forney dba Forney Repair.

Bryon Forney stated that his banker wanted a longer term lease than five years and he was asking to change the lease terms and extensions from seven – five year terms to four – 10 year terms.

Mayor Zavodny said, “Clayton, did you check with the FAA and Nebraska Department of Aeronautics if we adjust this date? Is there any reason that we wouldn’t do it?”

Clayton Keller said, “I called Eric Johnson and he was ok with it.”

Mayor Zavodny said, “I don’t see any reason that we wouldn’t do it. It doesn’t cause any hardship for the City.”

Council member Tom Kobus made a motion to approve the Third Addendum to Ground Lease for Bryon Forney dba Forney Repair. Council Member Jessica Miller seconded the motion. The motion carried.

Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0

THIRD ADDENDUM TO GROUND LEASE

This Third Addendum to Ground Lease, hereinafter referenced as “Addendum” is made by and between the CITY OF DAVID CITY, NEBRASKA, a Nebraska Municipal Corporation, hereinafter referenced as “Lessor”, and BRYON FORNEY, d/b/a Forney Repair, hereinafter referenced as “Lessee”, whether one or more.

WHEREAS, Lessor and Lessee entered into a Ground Lease dated May 11, 2011. A copy of the said Ground Lease, hereinafter referenced as “Lease”, is attached hereto, marked Exhibit “A” and incorporated herein by reference as if fully set forth; and,

WHEREAS, the Lessor has received, is receiving, and plans to receive Federal Aviation Administration (F.A.A.) Airport Improvement Program (AIP) grants that require Grant Assurances to be signed by the Lessor, which obligates the Lessor to comply with certain FAA requirements and policies; and,

WHEREAS, the FAA has advised the Lessor that the Lease is not in compliance with FAA Policy that states that “leases that exceed 50 years may be considered a disposal of the property in that the term of the lease will likely exceed the useful life of the structures erected on the property” (See FAA Airport Compliance Handbook, section 12.3, page 12-30; and

WHEREAS, Lessor desires to be in compliance with the FAA requirements of its AIP grants.

NOW, THEREFORE, in consideration of the terms and conditions of this Addendum, which the parties agree to be valuable considerations, the parties agree as follows:

1. The rental sum is amended from \$1,314.00 per year of \$109.50 per month to \$1,432.26 per year or \$119.36 per month to be commensurate with other leases (Exhibit "A"). Farmland values would be visited every two (2) years to follow the trend from the rental formulas as per the U.N.L. Ag. Econ site.
2. The terms of the Lease (Exhibit "A") and Paragraph 4 of the Lease (Exhibit "A") shall be and are amended to read as follows:

"The parties acknowledge that this is a ground lease with Lessor owning only the underlying real estate while Lessee owns the existing building and other improvements thereon. Lessee acknowledges that Lessee is responsible for all tax obligations associated with Lessee's existing building and other improvements thereon and Lessee shall hold Lessor harmless from the same. Lessee shall have the right to make any alterations or additions to the existing building or construct a new building on the premises provided the same is in full compliance with all the terms and provisions of this Ground Lease and provided further that Lessee shall indemnify and hold harmless Lessor from any liens, damages, tax liability or responsibility whatsoever arising out of such alterations, additions or new construction."

3. The terms of the Lease (Exhibit "A") and Paragraph 11 of the Lease (Exhibit "A") shall be and are amended to read as follows:

"11. The term of the Ground Lease shall commence July 20, 2011 and shall terminate June 30, 2021 subject to Lessee's options to extend the term. Provided the Lessee is not in default, Lessee shall be given four (4) ten (10) year options to renew with the rental amount on each option increased or decreased, as the case may be, to keep up with the Consumer Price Index (C.P.I.) For the Midwest Region as per FAA Compliance Manual, 5190-6B, Chapter 9, pages 9-6, item e, which is the "Escalation Provision". The Ground Lease shall automatically renew at the expiration of each term unless Lessor or Lessee provides the other party with sixty (60) days' written notice of its intent to terminate the Ground Lease."

4. Lessor and Lessee agree and understand that this Ground Lease shall be subordinate to the provisions of existing or future agreements between the Lessor and the United States relative to the operation or Maintenance of the Lessor's Airport, the execution of which have been or may be required as a condition precedent to the expenditure of Federal Funds for the development of the Lessor's Airport.
5. FAA and AIP Requirement. Lessee will be compatible with all Airport operations so that Lessor can meet all FAA and AIP Grant requirements that prohibit interfering with the landing and taking off of aircraft or interfering with navigational aids/communications equipment, prohibits activities with potential to attract wildlife, etc.
6. Lessee will be granted all amenities other Lessees at the Lessor's Airport are granted so all Lessees are equitably treated.
7. All other terms of the Lease will remain in full force and effect that are not inconsistent with the Addendum.
8. This Addendum will be binding on the heirs, successors, assigns, and personal representatives of the Lessor and Lessee.

IN WITNESS WHERETO, the Lessor and Lessee have hereunto subscribed their names.

LESSOR:

LESSEE:

By: _____
ALAN ZAVODNY, Mayor Date
for the CITY OF DAVID CITY,
David City, Nebraska, A Municipal Corporation

By: _____
BRYON FORNEY, d/b/a Date
FORNEY REPAIR

Attest: _____
TAMI L. COMTE, City Clerk

State of Nebraska)
) ss.
County of Butler)

Before me, a notary public, qualified for said County, personally came ALAN ZAVODNY, Mayor, and TAMI L. COMTE, City Clerk, for the CITY OF DAVID CITY, NEBRASKA, a Nebraska Municipal Corporation, as Lessor, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their own voluntary act and deed on behalf of said Municipal Corporation.

WITNESS my hand and notarial seal on _____, 2021.

Notary Public

State of Nebraska)
) ss.
County of Butler)

Before me, a notary public, qualified for said County, personally came BRYON FORNEY, d/b/a FORNEY REPAIR, as Lessee, whether one or more, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his own voluntary act and deed.

WITNESS my hand and notarial seal on _____, 2021.

Notary Public

City Administrator Clayton Keller said, "The Council has been given a letter that we received from the Environmental Protection Agency (EPA) last week. They want us to move a little quicker than we had intended on a few projects, and one of those is a complete evaluation of the Wastewater Treatment Plant and the other one is the camera and slip lining project of the south side of the city. This agenda item is because we went ahead and published the Request for Qualifications for Engineering Firms to do that evaluation for us because we're up against a forty-five day deadline, so we went ahead and published that. Those statements of qualifications are due about four weeks from now and that will give us time to review them and choose a firm to do the evaluation before the deadline. So, we'd like the Council to ratify our decision to do that."

Mayor Zavodny said, "I directed us under emergency authority to start moving faster, especially given the short timeframe. I said that we had to get going on it and so what we did was to start the process but then we brought it here as soon as we possibly could. You're just a few days after that discussion. It's not like we're really negotiating this. It's just what we need to do to stay out of very hot water."

Council member Tom Kobus made a motion to ratify the request for qualifications published for engineering services to review and evaluate the Wastewater Treatment Plant. Council Member Pat Meysenburg seconded the motion. The motion carried.

Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0

Mayor Zavodny stated that the next agenda item was consideration of selecting an engineering firm to perform the evaluation of the Wastewater Treatment Plant.

City Administrator Clayton Keller said, "This item should say 'Select a committee to choose an engineering firm' and then give them the authority to choose the firm, if that's how the Council would like to proceed since we will be up against a deadline."

City Clerk Tami Comte said, "We can skip over this item and put it on next time, if you would prefer."

Mayor Zavodny said, "I'd entertain a motion to table."

City Administrator Clayton Keller said, "I don't want to table it because I want to change the wording."

Mayor Zavodny said, "We could move it to a specific date."

City Clerk Tami Comte said, "Do you know when you're going to be ready to choose a firm?"

City Administrator Clayton Keller said, "It depends. Does the Council want that committee to have the authority to choose the firm or does the Council want to choose the firm as an entire body?"

Mayor Zavodny said, "If it requires expenditure of money, it should come before the Council."

It was decided to take no action and to put the item back on the August 25, 2021 agenda.

Mayor Zavodny stated that the next item on the agenda was consideration of ratifying the hiring of Johnson Services to camera the sewer main lines on the south side of the city.

Mayor Zavodny said, "This is the same thing that we did on the north side of town. We did learn a lot. You don't know until you get in there and see what you've got. My one concern, and I hope that Aaron doesn't feel like I'm picking on him but, when we were discussing this my

question was where are these infiltration numbers coming from, but we won't know until we look."

Council member Tom Kobus made a motion to ratify the hiring of Johnson Services to camera the sewer main lines on the south side of the city. Council Member Pat Meysenburg seconded the motion. The motion carried.

Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0

Mayor Zavodny said, "It is certainly with regret, because I feel that there was a lot of progress being made and a lot of good work being done for the city-but I'm not one to question a personal decision and we thank Skip for everything that he has done-but at this point I have to ask you to move to accept the resignation of Dana Trowbridge."

Council member Pat Meysenburg made a motion to accept, with regret, the resignation of Dana Trowbridge as the Special Projects Coordinator. Council Member Bruce Meysenburg seconded the motion. The motion carried.

Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0

Clayton Keller

From: Dana Trowbridge <dana_trowbridge@yahoo.com>
Sent: Thursday, July 15, 2021 9:46 AM
To: Clayton Keller
Subject: Resignation

Clayton,

I have decided to resign my position of Special Programs Coordinator immediately. I cannot work with and for people that I don't respect.

Skip Trowbridge
402-367-2934

City Administrator Clayton Keller said, "This item is an agreement with NDOT, Aeronautics Division to be the Grant Administrator of the federal grant from the FAA."

Mayor Zavodny said, "It would be a bad idea not to do this."

Council member Jessica Miller introduced Resolution No. 12-2021 and moved for its passage and adoption to adopt and approve the execution of an Agency Agreement with Nebraska Department of Transportation, Aeronautics Division for Grant No. 3-31-0025-016-2021 and authorize the mayor to sign. Council Member Pat Meysenburg seconded the motion. The motion carried.

City Council Proceedings

July 28, 2021

Page #30

Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Yea, John
Vandenberg: Yea, Kevin Woita: Yea

Yea: 6, Nay: 0

AGENCY AGREEMENT
ARPA Act-Only Funded Non-Development Grant

Grant No. 3-31-0025-016-2021

This is an agreement between the City of David City of David City, Nebraska, hereinafter referred to as the "Airport Sponsor" and the Nebraska Department of Transportation, Aeronautics Division, hereinafter referred to as the "Department," made and entered into in accordance with, and for the purpose of, complying with the laws of the State of Nebraska.

WHEREAS, the Coronavirus Disease 2019 (COVID-19), has resulted in significant damage to the economy of the United States. In response, the US Congress has passed an economic rescue package called The American Rescue Plan Act; known as the ARPA Act; and

WHEREAS, the Federal Aviation Administration (FAA) has received funding from the United States general fund, pursuant to the ARPA Act, to assist airports in defraying a portion of that economic damage in the form of 100% grants to be used for any lawful purpose for which airports are currently able to use their funds; and

WHEREAS, the Airport Sponsor desires to utilize ARPA Act funding for lawful purposes other than airport planning, development, construction, or maintenance.

THEREFORE, the Airport Sponsor hereby designates the Department as its agent in accordance with §3-124 and §3-239, Neb. Rev. Stat. (Reissue 2012, Cumulative Supp. 2018, and Supp. 2019), and the Department hereby accepts such designation and agrees to act as the agent of the Airport Sponsor.

The Airport Sponsor hereby warrants, undertakes and agrees that if the Federal Aviation Administration makes a grant offer, and the Airport Sponsor executes a Grant Agreement, it will manage said airport in the manner set forth in the Grant Agreement and abide by the conditions, rules and regulations of the Federal Aviation Administration.

The terms and conditions of this Agency Agreement and the respective duties, undertakings and agreements of the parties with respect to this Agency Agreement, and with respect to the ARPA Act grant, are as follows:

- A. The Department shall accept, receive, receipt for, and disburse all funds granted by the United States for airport aid in accordance with federal laws, rules and regulations and in accordance with §3-101 to §3-154 and §3-239, Neb. Rev. Stat. (Reissue 2012, Cumulative Supp. 2018, and Supp. 2019), as the agent of the Airport Sponsor.
- B. Upon receipt of such federal funds, the Department shall deposit them in the State Treasury, according to law, and shall cause disbursement to be made therefrom as follows:

FIRST: If the Department advances funds to the Airport Sponsor as the equivalent of the United States' share of allowable grant costs, the Department shall reimburse itself for any such advancement out of

such federal funds thereafter received.

SECOND: The Department shall cause the balance of such federal funds due the Airport Sponsor to be paid promptly to the Airport Sponsor.

- C. The Department shall maintain accurate records of all the funds received and expended by it in connection with the grant. These records shall be open to inspection by the Airport Sponsor, the Federal Aviation Administration and their authorized representatives in the offices of the Department at all reasonable times.
- D. The Airport Sponsor reserves the right, power and authority to execute the Application for Federal Assistance, the federal Grant Agreement, all contracts and agreements arising from the Airport Sponsor's use of ARPA Act funds, and all amendments to these items. Aside from the matters so reserved, the Department shall, as agent for the Airport Sponsor, process, execute and submit to the Federal Aviation Administration all papers, forms and documents required by that agency for the approval, carrying out and completion of the grant.
- E. The Department agrees to furnish all services performed by it as agent of the Airport Sponsor, including, but not limited to, the services set forth in the attached Exhibit A, "Administrative Services", free of charge.

As used herein, the following words, terms and phrases shall have the meanings herein given:

"Application for Federal Assistance" means the document prepared as the formal application submitted to the Federal Aviation Administration for a grant of federal funds.

"Develop" means to plan, construct or improve the airport as defined in the Application for Federal Assistance.

"Grant Agreement" means the contract between the United States of America and the Airport Sponsor in which the Federal Aviation Administration, on behalf of the United States, agrees to pay a portion of the allowable costs of the grant.

Executed by the Federal Department of Transportation, Aeronautics Division this 23rd day of July, 2021.

(SEAL)



Director

Executed by the Airport Sponsor this ____ day of _____, 20__.

Clerk

Mayor

**EXHIBIT A
AGENCY AGREEMENT
ADMINISTRATIVE SERVICES**

1. Prepare and secure execution of Applications for Federal Assistance and associated documents.
2. Prepare and process program changes.
3. Process Grant Agreements and amendments.
4. Review periodic pay estimates and forward federal funds to the Airport Sponsor.
5. Prepare applications, requests, transfers or letters of credit for Grant Agreement payments.
6. Prepare and/or process other federal documents not otherwise specifically covered above.

Resolution No. _____

EXTRACT FROM THE MINUTES OF AN OFFICIAL MEETING OF THE CITY COUNCIL OF DAVID CITY, NEBRASKA, SPONSOR OF DAVID CITY MUNICIPAL AIRPORT, HELD ON THE _____, 2021.

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

A RESOLUTION ADOPTING AND APPROVING THE EXECUTION OF AN AGENCY AGREEMENT WITH NEBRASKA DEPARTMENT OF TRANSPORTATION, AERONAUTICS DIVISION FOR GRANT NO. 3-31-0025-016-2021 TO BE SUBMITTED BY THE DEPARTMENT TO THE FEDERAL AVIATION ADMINISTRATION TO OBTAIN FEDERAL NON-DEVELOPMENT ECONOMIC ASSISTANCE FOR THE AIRPORT UNDER THE PROVISIONS OF THE FEDERAL ARPA ACT:

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

1. The City of David City shall enter into an Agency Agreement with the Department of Transportation, Aeronautics Division for Grant No. 3-31-0025-016-2021 for the purpose of obtaining Federal non-development economic assistance for the Airport and that such agreement shall be set forth hereinbelow.
2. The Mayor of the City of David City is hereby authorized and directed to execute said Agency Agreement on behalf of the City of David City, and the City Clerk is hereby authorized to attest said execution.
3. The said agreement, referred to hereinabove, is inserted in full and attached herewith, and made a part hereof as Exhibit "O".

Upon calling for a vote on the resolution, ___ voted yea, and ___ voted nay, and the resolution therefore was declared passed and approved on _____, 20__.

ATTEST: _____
Clerk

Mayor

EXHIBIT "0"

**AGENCY AGREEMENT
ARPA Act-Only Funded Non-Development Grant**

Grant No. 3-31-0025-016-2021

This is an agreement between the City of David City of David City, Nebraska, hereinafter referred to as the "Airport Sponsor" and the Nebraska Department of Transportation, Aeronautics Division, hereinafter referred to as the "Department," made and entered into in accordance with, and for the purpose of, complying with the laws of the State of Nebraska.

WHEREAS, the Coronavirus Disease 2019 (COVID-19), has resulted in significant damage to the economy of the United States. In response, the US Congress has passed an economic rescue package called The American Rescue Plan Act; known as the ARPA Act; and

WHEREAS, the Federal Aviation Administration (FAA) has received funding from the United States general fund, pursuant to the ARPA Act, to assist airports in defraying a portion of that economic damage in the form of 100% grants to be used for any lawful purpose for which airports are currently able to use their funds; and

WHEREAS, the Airport Sponsor desires to utilize ARPA Act funding for lawful purposes other than airport planning, development, construction, or maintenance.

THEREFORE, the Airport Sponsor hereby designates the Department as its agent in accordance with §3-124 and §3-239, Neb. Rev. Stat. (Reissue 2012, Cumulative Supp. 2018, and Supp. 2019), and the Department hereby accepts such designation and agrees to act as the agent of the Airport Sponsor.

The Airport Sponsor hereby warrants, undertakes and agrees that if the Federal Aviation Administration makes a grant offer, and the Airport Sponsor executes a Grant Agreement, it will manage said airport in the manner set forth in the Grant Agreement and abide by the conditions, rules and regulations of the Federal Aviation Administration.

The terms and conditions of this Agency Agreement and the respective duties, undertakings and agreements of the parties with respect to this Agency Agreement, and with respect to the ARPA Act grant, are as follows:

- A. The Department shall accept, receive, receipt for, and disburse all funds granted by the United States for airport aid in accordance with federal laws, rules and regulations and in accordance with §3-101 to §3-154 and §3-239, Neb. Rev. Stat. (Reissue 2012, Cumulative Supp. 2018, and Supp. 2019), as the agent of the Airport Sponsor.
- B. Upon receipt of such federal funds, the Department shall deposit them in the State Treasury, according to law, and shall cause disbursement to be made therefrom as follows:

FIRST: If the Department advances funds to the Airport Sponsor as the equivalent of the United States' share of allowable grant costs, the Department shall reimburse itself for any such advancement out of

such federal funds thereafter received.

SECOND: The Department shall cause the balance of such federal funds due the Airport Sponsor to be paid promptly to the Airport Sponsor.

- C. The Department shall maintain accurate records of all the funds received and expended by it in connection with the grant. These records shall be open to inspection by the Airport Sponsor, the Federal Aviation Administration and their authorized representatives in the offices of the Department at all reasonable times.
- D. The Airport Sponsor reserves the right, power and authority to execute the Application for Federal Assistance, the federal Grant Agreement, all contracts and agreements arising from the Airport Sponsor's use of ARPA Act funds, and all amendments to these items. Aside from the matters so reserved, the Department shall, as agent for the Airport Sponsor, process, execute and submit to the Federal Aviation Administration all papers, forms and documents required by that agency for the approval, carrying out and completion of the grant.
- E. The Department agrees to furnish all services performed by it as agent of the Airport Sponsor, including, but not limited to, the services set forth in the attached Exhibit A, "Administrative Services", free of charge.

As used herein, the following words, terms and phrases shall have the meanings herein given:

"Application for Federal Assistance" means the document prepared as the formal application submitted to the Federal Aviation Administration for a grant of federal funds.

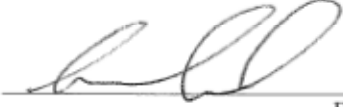
"Develop" means to plan, construct or improve the airport as defined in the Application for Federal Assistance.

"Grant Agreement" means the contract between the United States of America and the Airport Sponsor in which the Federal Aviation Administration, on behalf of the United States, agrees to pay a portion of the allowable costs of the grant.

Executed by the Nebraska Department of Transportation, Aeronautics Division this 23rd day of July, 2021.

(SEAL)





Director

Executed by the Airport Sponsor this _____ day of _____, 20____.

**RESOLUTION
DO NOT SIGN**

Clerk

**RESOLUTION
DO NOT SIGN**

Mayor

**EXHIBIT A
AGENCY AGREEMENT
ADMINISTRATIVE SERVICES**

1. Prepare and secure execution of Applications for Federal Assistance and associated documents.
2. Prepare and process program changes.
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4. Review periodic pay estimates and forward federal funds to the Airport Sponsor.
5. Prepare applications, requests, transfers or letters of credit for Grant Agreement payments.
6. Prepare and/or process other federal documents not otherwise specifically covered above.

Mayor Zavodny stated that the next item on the agenda was consideration/discussion of selecting a City Council member who would be willing to help with future employment interviews.

Council member Jessica Miller said, "I was thinking that Mr. Woita would be very good at this."

Mayor Zavodny said, "Kevin, are you willing to do this?"

Council member Kevin Woita said, "I will."

Council member Pat Meysenburg made a motion to select Council member Kevin Woita to help with future employment interviews. Council Member Tom Kobus seconded the motion. The motion carried.

Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0

Council member Jessica Miller made a motion to adjourn. Council Member Pat Meysenburg seconded the motion. The motion carried.

Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0

CERTIFICATION OF MINUTES

July 28, 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 July 28, 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