

CITY COUNCIL PROCEEDINGS

September 8, 2021

The City Council of the City of David City, Nebraska, met in open public session at 7:00 p.m. in the meeting room of the City Office located at 557 N. 4th Street, David City, Nebraska. The Public had been advised of the meeting by publication of notice in The Banner Press on September 2nd, 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.

Present for the meeting were: Mayor Alan Zavodny, Council members Tom Kobus, Pat Meysenburg, Bruce Meysenburg, John Vandenberg, Kevin Woita and Jessica Miller, City Attorney Joanna Uden, City Administrator Clayton Keller and City Clerk Tami Comte.

Also present for the meeting were: Sheriff Tom Dion and Jerry Kosch.

Mayor Alan Zavodny informed the public of the "Open Meetings Act" posted on the east 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 Pat Meysenburg made a motion to approve the minutes of the August 25, 2021 City Council meeting as presented. 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

Council member Pat Meysenburg made a motion to approve the claims as presented. 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 agenda item was Committee and Officer's reports.

City Administrator Clayton Keller said, "I have three things. The first is the search for a building inspector. We had an interview last week with an applicant and it went well. I wouldn't say that it was spectacular but it wasn't bad either. It went just fine. We have some concerns with this applicant because of previous issues that they had run into with following the rules themselves. That could be a good thing, moving forward, that then they would no longer do work in town or then know the rules if they ever did work in town or we could continue searching for somebody else. We didn't have a whole lot of local interest. If we decide not to go with this individual, we'll need to expand our search."

Council member Tom Kobus said, "You need to get somebody like this that knows the ropes. Even if we disagree a little bit, a person like this would know a lot about paving and all of

the various things that are coming up. Get somebody that can get along. If you've got a quarrel, come together."

Council member Kevin Woita said, "We had a list of questions for him and he answered them lengthy and I felt that he did a good job. They varied from topics about how to handle an irate person who is breaking the rules and him being the person that was breaking some of the codes. He was able to address them and defend them very well. He brought up some good points, I thought, when he was defending himself and the way he was handling things. I think, for right now, that we're operating without an inspector. He's our only choice, but I think he's a pretty good choice. He would not have been my first choice but he's the choice that we have now. He does know a lot of people in the area which is a benefit instead of having an outsider. That's my opinion."

Council member Jessica Miller said, "Would he be comfortable going into these places that when renters move out, to go in and inspect them before they put another renter in there?"

Council member Tom Kobus said, "You'd just have to work into that."

Council member Kevin Woita said, "I think that he was surprised on how many hours a week that he was going to be required to work. Clayton was saying that we're going to have plenty of work for you and that he'd probably go over the twenty hours."

Council member Tom Kobus said, "We've got some bad, bad houses that need attention. Somebody ought to do something with that and there are a lot of cars laying around."

Mayor Zavodny said, "Not having one (a building inspector) is problematic."

Council member Kevin Woita said, "We told him that he would have to prioritize his agenda and that enforcing the codes would be number one and then the neglected properties. He was right on top of that."

Council member Bruce Meysenburg said, "I think that we need to get somebody sooner rather than later."

Mayor Zavodny said, "My recommendation then is to add the appointment to the next agenda."

City Administrator Clayton Keller said, "My second item is to thank everyone for their public support of our city employees. I appreciate it. If you do have concerns or questions about employee performance, please come to me. I would appreciate that. I see myself as the middle of the hourglass with the Mayor and City Council up on top and the city employees on the bottom. I don't like my employees talking to the City Council members without my knowing about it. It creates issues. The same way the other way around, does that make sense?"

Mayor Zavodny said, "Am I to assume that happened?"

City Administrator Clayton Keller said, "Yes. Then third, we received in the mail today a gift from Garver and one of their subcontractors, and I thought that it would be appropriate to present it to the City Council. (City Administrator Clayton Keller presented a 30" x 40" laminated and framed aerial photograph of the David City Municipal Airport.) They took this photo while

they were doing some aerial work. So, we have two copies of this actually. We will find places to hang them.”

Council member Bruce Meysenburg made a motion to approve the committee and officer’s reports as presented. 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

Mayor Zavodny stated that the next item on the agenda was consideration of approving a Memorandum of Understanding between the City and the University of Nebraska-Lincoln for a Downtown Revitalization Plan.

City Administrator Clayton Keller said, “This is a formality thing. You already approved this last month, but UNL made some changes to the MOU and so we just need to reapprove it.”

Council member Jessica Miller said, “What were the changes in this?”

City Administrator Clayton Keller said, “The timeline was the big one. They also removed the notary public section. The timeline was essentially to allow another six months for us to pay. They would get us the product by December. We’ll have another meeting right after Thanksgiving, probably at the same time and the same place. That gives us six months to ask them questions and get feedback.”

Council member Jessica Miller made a motion to approve a Memorandum of Understanding between the City and the University of Nebraska-Lincoln for a Downtown Revitalization Plan. 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

MEMO OF UNDERSTANDING
#141527

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 UNIVERSITY OF NEBRASKA-LINCOLN, hereafter referenced as "UNL".

WHEREAS, the Parties wish to develop a downtown revitalization plan for City, and, WHEREAS, City anticipates partnering with UNL's Community and Regional Planning program to assist with targeted projects that are to be determined; and,

WHEREAS, funds from City would offset costs directly associated with UNL's involvement, such as travel, faculty time, supplies, and planning activities; and,

WHEREAS, it is in the best interests of both parties herein to reduce to writing their mutual agreements and understandings as related to the downtown revitalization plan for City.

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

1. UNL agrees as follows:
 - (A) UNL will facilitate two (2) public meetings for stakeholder engagement in the planning process for the downtown revitalization plan.
 - (B) UNL will deliver one (1) final report for the downtown revitalization plan.
2. City agrees as follows:
 - (A) City shall provide \$3,000.00 and Southeast Nebraska Development District shall provide \$5,000.00, for a total of \$8,000.00, in funds for the downtown revitalization plan (the "Funds"). A payment equal to 50% of total Funds shall be paid immediately upon execution of this Understanding. Thereafter, actual costs will be billed no less often than quarterly and no more often than monthly. Payment(s) shall be made to UNL, by the City in U.S. dollars.

Checks shall be made payable to the University of Nebraska (ID #47-0049123).

Checks shall be mailed to: University of Nebraska-Lincoln
 Sponsored Programs
 151 Prem S. Paul Research Center
 2200 Vine Street
 PO Box 830861
 Lincoln, NE 68583-0861

For identification purposes, each payment shall include the Understanding number.

At the conclusion of each payment event, UNL will invoice the City for the appropriate amount, and the City will pay an undisputed invoice within thirty (30) days of receipt of that invoice by the City. Any amount not received by the due date so noted in the invoice will be subject to interest on the unpaid principal balance at the rate specified in Neb. Rev. Stat. § 45-104.02, as such rate may from time to time be adjusted.

3. The Period of Performance of the project shall be June 15, 2021 through June 14, 2022, unless altered by mutual agreement.
4. City and UNL agree to the following Project Work Timeline:

Date	Tasks
Preparation: June 15, 2021	Introduction meeting
Preparation: July 26, 2021	Faculty visit the community and meet with stakeholders
Semester Schedules	
Week 01: August 23, 2021	Course introduction and project task identification
Week 02: August 30, 2021	Student field trip to David City for data collection and meeting
Week 03: September	Labor day

6, 2021	
Week 04: September 13, 2021	Working for the project
Week 05: September 20, 2021	Working for the project
Week 06: September 27, 2021	Progress report presentation
Week 07: October 4, 2021	Working for the project
Week 08: October 11, 2021	Working for the project
Week 09: October 18, 2021	Semester Break
Week 10: October 25, 2021	Progress report presentation
Week 11: November 1, 2021	Working for the project
Week 12: November 8, 2021	Working for the project
Week 13: November 15, 2021	Draft report and presentation
Week 14: November 22, 2021	Refine the report (Thanksgiving Week)
Week 15: November 29, 2021	Student presentation to the community
Week 16: December 6, 2021	Final report submission
01/01/2022 – 06/14/2022	Q & A and facilitate for the city's downtown revitalization planning activities (if needed)

5. City and UNL agree to the following Budget Statement:

Category	Amount	Statement
Faculty time commitment for the project	\$6,167	Frank Ordia will commit 0.37 month time (with 40% university fringe benefits) and Zhenghong Tang will commit 0.22 month time (with 30% university fringe benefits) for this project, including the summer time preparation for the project, such as summer meetings, field surveys, data collection, planning works and project reporting.
Travel to communities	\$600	It will cover the university car rental, student travel insurance, and mileage reimbursement.
Operational costs	\$506	It will cover the necessary office supplies, such as papers, flash disks, pens, poster, maps, etc. printing and publication cost for the final reports for the stakeholders. It covers the water, fast food, and beverages for the field surveys and community meetings.
Sub-total of Total Direct Cost	\$7,273	Sub-total of Total Direct Cost
Facilities and Administration (F&A) cost	\$727	The F&A rate applied is 10% of total direct cost.
Total	\$ 8,000	Total project cost

6. Performance under this Understanding may be terminated by either Party upon sixty (60) days' prior written notice to the other Party. Upon termination by either Party, UNL will be paid a prorata portion of the Funds based on then number of months of Project Work conducted by UNL versus the number of months left in the calendar year.

7. The Parties to this Understanding agree that a copy of the original signature (including an electronic copy) may be used for any and all purposes for which the electronic signature may have been used. The Parties further waive any right to challenge the admissibility or authenticity of this Understanding in a court of law based solely on the absence of an original signature.

8. This Memo SHALL BE BINDING on City and UNL, their heirs, successors, assigns, and personal representatives.

CITY:

UNL:

By: _____
Alan Zavodny, Mayor Date

By: _____
David B. Doty, Date
Director,
Office of Sponsored Programs

Attest: _____
Tami Comte, City Clerk Date

Council member Bruce Meysenburg made a motion to approve Progress Estimates #9 & #10 for Kirkham Michael in the amount of \$2,751.63 and \$2,517.38, respectively. 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

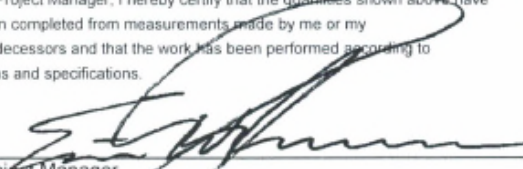

**NEBRASKA DIVISION
 OF AERONAUTICS**

Sponsor: <u>City of David City</u>	Estimate No. <u>9</u>	Date: <u>August 6, 2021</u>
<u>P.O. Box 191</u>	Invoice: <u>93056</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	28%	hourly	\$ 8,574.18
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.

	Grand Total	\$ 49,789.86
	Less Retained	\$ -
	Less Previous Estimates	\$ 47,038.23
	Due Contractor This Estimate	\$ 2,751.63

	8/6/21
Project Manager	Date
Approved for payment as per Project Engineer's certification 	8/25/2021
NDOT Project Engineer	Date

APPROVED: _____
 Airport Sponsor Date



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www.kirkham.com

August 6, 2021

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

Estimate No.: 9
 Invoice: 93056
 File: 2010235

Attention: Clayton Keller

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

May 29, 2021 through July 23, 2021

<u>Classification</u>	<u>Hours</u>	<u>Rates</u>	<u>Amounts</u>
T. Thompson, Design Manager		\$ 34.50	\$ -
E. Johnson, Project Manager	3.0	\$ 58.41	\$ 175.23
J. Olson, Cad Tech		\$ 26.25	\$ -
S. Beauchamp, Cad Tech		\$ 24.50	\$ -
Subtotal	3.0		\$ 175.23
 <u>Direct Non-Salary Costs</u>			
Postage		\$ -	
Subtotal		\$ -	
 Direct Salary Costs			
			\$ 175.23
Overhead (182.07%)			
			\$ 319.04
			\$ 494.27
Direct Non-Salary Costs			
			\$ -
Total Cost			
			\$ 494.27
Fixed Fee (Billed 100%)			
			\$ 41.39
			\$ 535.66
Subtotal			
Subconsultant			
			\$ 535.66
 AMOUNT DUE PER CONTRACT MAX			
			\$ 383.26

**NEBRASKA DIVISION
 OF AERONAUTICS**

Sponsor: <u>City of David City</u>	Estimate No. <u>10</u>	Date: <u>August 25, 2021</u>
<u>P.O. Box 191</u>	Invoice: <u>93123</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	36%	hourly	\$ 11,091.56
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 8/25/21
 Date

Approved for payment
 as per Project
 Engineer's certification 
 NDOT Project Engineer 8/25/2021
 Date

Grand Total	\$ 52,307.24
Less Retained	\$ -
Less Previous Estimates	\$ 49,789.86
Due Contractor This Estimate	\$ 2,517.38

APPROVED: _____
 Airport Sponsor Date



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August 25, 2021

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

Estimate No.: 10
 Invoice: 93123
 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.

July 24, 2021 through August 20, 2021

<u>Classification</u>	<u>Hours</u>	<u>Rates</u>	<u>Amounts</u>
T. Thompson, Design Manager	4.0	\$ 34.50	\$ 138.00
E. Johnson, Project Manager	4.5	\$ 58.41	\$ 262.85
J. Olson, Designer		\$ 26.25	\$ -
T. McClravy, Sr. Construction Observer	4.0	\$ 25.50	\$ 102.00
S. Beauchamp, Cad Tech	12.0	\$ 24.50	\$ 294.00
Subtotal	24.5		\$ 796.85
 <u>Direct Non-Salary Costs</u>			
Mileage	\$ -		
B&E Flying			
Subtotal	\$ -		
 Direct Salary Costs			\$ 796.85
Overhead (182.07%)			\$ 1,450.82
			\$ 2,247.66
 Direct Non-Salary Costs			\$ -
 Total Cost			\$ 2,247.66
Fixed Fee (12%)			\$ 269.72
			\$ 2,517.38
 AMOUNT DUE THIS INVOICE			\$ 2,517.38

12700 West Dodge Road • Omaha, NE 68154-2154 • (402) 393-5630 • FAX (402) 255-3850

City Administrator Clayton Keller said, "At the last City Council meeting, the Council selected Veenstra & Kimm to do our Wastewater Plant evaluation. This is the agreement for their services."

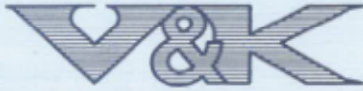
Council member Jessica Miller said, "What is the amount?"

City Administrator Clayton Keller said, "It is seventeen thousand five hundred and ninety-four dollars."

Council member Tom Kobus made a motion to approve the Agreement for Professional Services with Veenstra & Kimm. 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



VEENSTRA & KIMM, INC.

3000 Westown Parkway • West Des Moines, Iowa 50266-1320
515-225-8000 • 515-225-7848 (FAX) • 800-247-8000 (WATS)

August 30, 2021

Clayton Keller
City Administrator
557 N 47th Street
P.O. Box 191
David City, Nebraska 68632

**CITY OF DAVID CITY, NEBRASKA
WASTEWATER TREATMENT PLANT EVALUATION
AGREEMENT FOR PROFESSIONAL SERVICES**

As a follow up to the City Council's action at it's meeting on August 25, 2021, to select Veenstra & Kimm, Inc. to complete the evaluation of the wastewater treatment plant, enclosed are two copies of proposed agreement for the Professional Services associated with the evaluation. The agreement for Professional Services is being transmitted to the City of David City for review and approval.

The proposed maximum fee for the analysis is \$17,594.00. the writer has enclosed a spreadsheet showing the calculation of the fee for the evaluation.

If you have any questions or comments concerning the project, please contact the writer at 225-8000, or at bveenstra@v-k.net.

VEENSTRA & KIMM, INC.

A handwritten signature in blue ink, appearing to read 'H. R. Veenstra Jr.', is written over a faint, illegible typed name.

H. R. Veenstra Jr.

HRVJr:rsb
01-11
Enclosure

CITY OF DAVID CITY, NE
WASTEWATER TREATMENT PLANT EVALUATION
FEE DETERMINATION

8/27/2021

CLASSIFICATION	ESTIMATED HOURS	HOURLY RATE	AMOUNT
Project Manager	60	\$186	\$11,160
Electrical Mechanical Engineer	12	\$203	\$2,436
Structural Engineer	8	\$160	\$1,280
Graphics Tech	12	\$94	\$1,128
Clerical	12	\$70	\$840
Labor Subtotal			\$16,844
Direct Expenses			\$750
Total Fee			\$17,594

PROFESSIONAL SERVICES AGREEMENT
WASTEWATER TREATMENT PLANT EVALUATION
CITY OF DAVID CITY, NEBRASKA

THIS AGREEMENT, made and entered into this _____ day of _____, 2021, by and between the **CITY OF DAVID CITY, NEBRASKA**, a municipal corporation, hereinafter referred to as the **City**, party of the first part, and **VEENSTRA & KIMM, INC.**, a corporation organized and existing under the laws of the State of Iowa, with principal offices in West Des Moines, Iowa, party of the second part, hereinafter referred to as the **Engineers**.

WITNESSETH: THAT WHEREAS, the City of David City owns and operates a municipal wastewater treatment plant, and

WHEREAS, the City has received notification from the Environmental Protection Agency that it must complete an evaluation of the performance of its wastewater treatment plant, particularly relating to the ability of the treatment plant to comply with effluent limitations for ammonia nitrogen, and

WHEREAS, the headworks facility at the wastewater treatment plant is reaching the end of its useful life and is in a condition where its life safety systems are in need of upgrading, and

WHEREAS, the City has determined it appropriate to complete an evaluation of its wastewater treatment plant to identify potential improvements or modifications to the treatment plant to address effluent permit limitations, the conditions of the headworks building, and other factors including the handling of flow within the treatment plant and to ensure the treatment plant has adequate capacity to meet the future needs of the City, and

WHEREAS, the City desires to retain the Engineers to complete the evaluation of the wastewater treatment plant and to prepare a report on the evaluation, with said project being referred to as the **Wastewater Treatment Plant Evaluation**, or **Project**.

NOW, THEREFORE, it is hereby agreed by and between the parties hereto that the City retains the Engineers to undertake the project subject to the following terms and conditions, to wit:

1. **SCOPE OF SERVICES.** The Scope of Services for the Wastewater Treatment Plant Evaluation shall include, but not necessarily be limited to the following:
 - a. Review of the performance of the wastewater treatment plant for at least a two (2) year period.
 - b. Review of the flows and loadings to the treatment plant for the period of evaluation.

- c. Review the flow and loading from industrial users within the City.
- d. Review the plant performance data relative to compliance with current effluent limitations and anticipated future effluent limitations.
- e. Project future flows and loadings to the wastewater treatment plant to accommodate the current conditions and future growth of the City.
- f. Review the physical condition of the headworks building to determine if it is capable of upgrading or rehabilitation.
- g. Develop alternatives to replace or upgrade the existing headworks building with any such improvements meeting the current and future needs of the City for flow and compliance with applicable code requirements including life safety requirements.
- h. Evaluate the flow handling alternative within the wastewater treatment plant and develop the recommendations for flow handling including the ability to divert some, all, or none of the flow to the anaerobic lagoon.
- i. Review the loadings to the Sequencing Batch Reactor (SBR) treatment plant based on either the utilization of the anaerobic lagoon and not utilizing the anaerobic lagoon on an ongoing basis.
- j. Review the flows and loadings and performance of the SBR treatment plant to meet permit limits, including an evaluation of the effluent from the SBR treatment plant, particularly focused on nitrogen, including but not limited to, ammonia nitrogen.
- k. Review performance data for the existing lagoon facilities including the City's recent determination to install a aeration in the lagoons.
- l. Based on the evaluation of the performance of the SBR treatment facility and lagoons develop alternatives involving the SBR and lagoons to meet current permit limits and to accommodate future growth and anticipated future permit limits.
- m. For each of the alternatives identified for the headworks building, flow handling, and SBR and lagoon facilities develop estimates of cost for any required improvements.
- n. Identify the advantages and disadvantages of each of the alternatives and develop a matrix for the evaluation of alternatives.
- o. In consultation with City staff review each of the alternatives including their costs, advantages and disadvantages to determine a preferred alternative or set of alternatives to address the various components of the wastewater treatment plant.

- p. Develop a detailed cost estimate and description of the recommended improvements.
 - q. Develop a preliminary timeline for the implementation of recommended improvements.
 - r. In consultation with the City identify one or more preferred methods of financing the improvements, including the availability of outside funding assistance using grant or loan funds.
 - s. Prepare a draft report on the wastewater treatment plant evaluation.
 - t. Review the draft report with representatives of the City.
 - u. Incorporate appropriate modifications in the draft report.
 - v. Prepare and present the final report on the wastewater treatment plant evaluation.
 - w. If requested, submit the wastewater treatment plant evaluation report to regulatory or funding agencies.
2. **REPORT DOCUMENTS.** The results of the study will be compiled and set forth in a written report to be presented to the City as outlined in 1. **SCOPE OF SERVICES.** The report will be provided to the City in both electronic and hard copy format. Up to 15 copies of the final report will be provided to the City.
3. **RESPONSIBILITY OF THE CITY.** It is understood and agreed the City will provide assistance to the Engineers making available all relevant information on the wastewater treatment plant, including all test data for industrial users within the City.
4. **SERVICES NOT INCLUDED.** Services under this agreement shall not include the preparation of working drawings or contract documents, preparations of plans and specifications or taking of bids for any project recommended as part of the Project.
5. **EXTRA WORK.** The fees under this agreement shall cover the services outlined in this agreement for the project. If the City requests or requires additional services of the Engineers in conjunction with the project, or changes or modifications in the project, the Engineers shall receive additional compensation for such services. Such additional compensation shall be on the basis of mutual agreement between the City and the Engineers and set forth in a written amendment to agreement.
6. **ASSIGNMENT.** This agreement and each and every part thereof shall be binding upon the successors of interest herein. The Engineers shall not assign this Agreement, in whole or in part, without the consent of the City.

7. TERMINATION. Should the City abandon the Project before the Engineers have completed their work the Engineers shall be paid proportionally for the work and services performed until the date of termination.

8. COMPENSATION. The fees for services under this agreement shall be on the basis of the standard hourly fees of the Engineers personnel actually engaged in the performance of the services plus reimbursement of direct out-of-pocket costs. The services under this agreement shall not exceed the sum of Seventeen Thousand Five Hundred Ninety-Four and 00/100 Dollars (\$17,591.00), including reimbursable direct costs. The fees for services under this agreement shall be due and payable on a monthly basis as invoiced by the Engineers on the basis of work completed.

9. TIME OF COMPLETION. Preparation of the draft report October 5, 2021. Final report October 15, 2021.

10. INSURANCE. The Engineers shall furnish the Owner with certificates of insurance by insurance companies licensed to do business in the State of Iowa, upon which the Owner is endorsed as an additional named insured, in the following limits. It must be clearly disclosed on the face of the certificates that the coverage is on an occurrence basis.

General Liability*	\$1,000,000/2,000,000
Automobile Liability	\$1,000,000
Excess Liability (Umbrella)*	\$8,000,000/8,000,000
Workers' Compensation, Statutory Benefits Coverage B	\$1,000,000
Professional Liability**,***	\$3,000,000/3,000,000

*Occurrence/Aggregate

** The Owner is not to be named as an additional insured.

***Claims made basis

12. ASSIGNMENT. This Agreement and each and every portion thereof shall be binding upon the successors and assigns of the parties hereto.

The undersigned do hereby covenant and state that this Agreement is executed in duplicate as though each were an original and that there are no oral agreements that have not been reduced to writing in this instrument.

It is further covenanted and stated that there are no other considerations or monies contingent upon or resulting from the execution of this Agreement, nor have any of the above been implied by or for any party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names on the date first written above.

CITY OF DAVID CITY, NEBRASKA

ATTEST:

By _____

By _____

Title _____

Title _____

VEENSTRA & KIMM, INC.

ATTEST:

By  _____
Chair, Board of Directors

By _____

VEENSTRA & KIMM, INC.
 HOURLY RATES BY EMPLOYEE CLASSIFICATION
 (Effective July 2021)

Management I.....	\$186.00
Management II.....	180.00
Process Engineer I.....	203.00
Client Services I.....	180.00
Client Services V.....	70.00
Funding Specialist.....	110.00
Engineer I-A.....	186.00
Engineer I-B.....	176.00
Engineer I-C.....	167.00
Engineer I-D.....	160.00
Engineer II-A.....	152.00
Engineer II-B.....	143.00
Engineer III-A.....	134.00
Engineer III-B.....	128.00
Engineer III-C.....	125.00
Engineer IV.....	121.00
Engineer V.....	113.00
Engineer VI.....	106.00
Engineer VII.....	101.00
Engineer VIII.....	98.00
Engineer IX.....	91.00
Engineer X.....	83.00
Engineer XI.....	75.00
Engineer XII.....	67.00
Design Technician I.....	107.00
Design Technician II.....	96.00
Architect.....	114.00
Planner I.....	117.00
Planner II.....	78.00
Planner III.....	72.00
Drafter IA.....	107.00
Drafter IB.....	100.00
Drafter II.....	94.00
Drafter III.....	88.00
Drafter IV.....	79.00
Drafter V.....	70.00
Drafter VI.....	63.00
Drafter VII.....	56.00
Clerical I.....	79.00
Clerical II.....	70.00
Clerical III.....	60.00
Clerical IV.....	53.00
Clerical V.....	44.00
Construction Manager.....	180.00
Surveyor I.....	127.00

Surveyor II	112.00
Technician I	93.00
Technician II	86.00
Technician III	79.00
Technician IV	77.00
Technician V	71.00
Technician VI	65.00
Technician VII	54.00
Technician VIII	47.00
Technician IX	39.00
Building Inspector I	178.00
Building Inspector I-A	119.00
Building Inspector II	94.00
Building Inspector III	75.00

REIMBURSABLES AND EQUIPMENT RATES

Robotics	35.00
GPS	35.00
Leica Total Station	25.00
Total Station Robotics	20.00
Tablet	45.00
Fluoroscope	50.00
4-Wheeler	50.00
Drone	75.00
Mileage	IRS Rate

Council member John Vandenberg introduced Ordinance No. 1369 adopting the Budget Statement to be termed the Annual Appropriation Bill to appropriate the budget for the 2021 – 2022 Fiscal Year. Mayor Zavodny read Ordinance No. 1369 by title. Council member Bruce Meysenburg made a motion to suspend the statutory rule that requires an Ordinance to be read on three separate days. Council Member Pat Meysenburg seconded the motion. 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 John Vandenberg made a motion to pass and adopt Ordinance No. 1369 the budget statement to be termed the Annual Appropriation Bill to appropriate the budget for the 2021-2022 fiscal year. Council Member Bruce Meysenburg 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. 1369 was passed and adopted as follows:

ORDINANCE NO. 1369
THE ANNUAL APPROPRIATION BILL

AN ORDINANCE OF THE CITY OF DAVID CITY, NEBRASKA, ADOPTING THE BUDGET STATEMENT TO BE TERMED THE ANNUAL APPROPRIATION BILL; TO APPROPRIATE SUMS FOR NECESSARY EXPENSES AND LIABILITIES; 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.

WHEREAS, Nebraska Revised Statute 17-706 provides that a city council of the second class shall adopt a budget statement pursuant to the Nebraska Budget Act, to be termed "The Annual Appropriation Bill", in which corporate authorities may appropriate such sums of money as may be deemed necessary to defray all necessary expenses and liabilities of the city.

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

SECTION 1. That after complying with all procedures required by law, the budget presented and set forth in the budget statement is hereby approved as the Annual Appropriation Bill for the fiscal year beginning October 1, 2021, through September 30, 2022. All sums of money contained in the budget statement are hereby appropriate for the necessary expenses and liabilities of the City of David City, Nebraska. A copy of all completed State of Nebraska Budget Forms shall be forwarded as provided by law to the Auditor of Public Accounts, State Capital, Lincoln, Nebraska, and to the County Clerk of Butler County, Nebraska, for use by the levying authority.

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

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

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

Mayor Alan Zavodny

City Clerk Tami Comte

Mayor Zavodny opened the Public Hearing at 7:25 p.m. to consider setting the final tax request at a different amount than the prior year tax request.

Mayor Zavodny asked if anyone would like to comment on that process.

City Administrator Clayton Keller said, "This year's tax request will be \$860,744 and last year's tax request was \$805,818.14.

Hearing no further comments, Mayor Zavodny closed the Public Hearing at 7:26 p.m.

Council member Jessica Miller made a motion to pass and adopt Resolution No. 16-2021 approving an additional one percent (1%) increase in restricted funds. 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

RESOLUTION NO. 16-2021

A RESOLUTION OF THE CITY OF DAVID CITY TO APPROVE AN ADDITIONAL ONE PERCENT (1%) INCREASE IN RESTRICTED FUNDS.

WHEREAS, Nebraska Revised Statute 13-519.02 provides that a governmental unit may exceed its restricted funds limit for a fiscal year by up to an additional one percent upon the affirmative vote of at least seventy-five percent of the governing body.

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

1. An additional one percent (1%) increase in restricted funds for the 2020 - 2021 budget is approved.

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

Mayor Alan Zavodny

ATTEST:

City Clerk Tami Comte

Council member Bruce Meysenburg made a motion to pass and adopt Resolution No. 17-2021 setting the property tax request. 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

RESOLUTION NO. 17 - 2021

RESOLUTION OF THE CITY OF DAVID CITY
SETTING THE PROPERTY TAX REQUEST.

WHEREAS, Nebraska Revised Statute 77-1601.02 provides that the property tax request for the prior year shall be the property tax request for the current year for purpose of the levy set by the County Board of Equalization unless the Governing Body of the City of David City passes by a majority vote, resolution of ordinance setting the tax request at a different amount; and,

WHEREAS, a special public hearing was held as required by LB 148 to hear and consider comments concerning the property tax request; and,

WHEREAS, it is in the best interest of the City of David City that the property tax request for the current year be a different amount than the property tax request for the prior year.

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

1. The 2021 - 2022 property tax request be set at \$860,744.00.
2. The total assessed value of property differs from last year's total assessed value by 8.52 percent.
3. The tax rate which would levy the same amount of property taxes as last year, when multiplied by the new total assessed value of property would be 0.460746 per \$100 of assessed value.
4. The City of David City proposed to adopt a property tax request that will cause its tax rate to be 0.492152 per \$100 of assessed value.
5. Based on the proposed property tax request and changes in other revenue, the total operating budget of the City of David City will increase last year's budget by 35.4 percent.
6. A copy of this resolution be certified and forwarded to the Butler County Clerk on or before October 13, 2021.

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

Mayor Alan Zavodny

ATTEST:

City Clerk Tami Comte

Council member Pat Meysenburg made a motion to pass and adopt Resolution No. 18-2021 carrying forward the unused budget authority. 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

RESOLUTION NO. 18 – 2021

A RESOLUTION OF THE CITY OF DAVID CITY
TO CARRY FORWARD THE UNUSED BUDGET AUTHORITY

WHEREAS, Nebraska Revised Statute 13-521 provides that a governmental unit may choose not to increase its total of restricted funds by the full amount by law in a particular year. In such cases, the governmental unit may carry forward to future budget years the amount of unused restricted funds authority.

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

1. The unused budget authority of \$752,242.25 from the 2020 - 2021 budget shall be carried forward to the 2021 - 2022 budget of the City of David City, Nebraska.

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

Mayor Alan Zavodny

ATTEST:

City Clerk Tami Comte

Mayor Zavodny stated that the next item on the agenda was consideration of the bids received for the safe deposit boxes from the new City Office at 490 "E" Street.

City Administrator Clayton Keller said, "At the last City Council meeting, the council tabled this item so we had to put it on this agenda. If you wish to act on the next item, #15, then you would need to kill this item or you can discuss what you'd like to do with the safe deposit boxes."

Council member Pat Meysenburg said, "Did we get any bids on them?"

City Administrator Clayton Keller said, "We did not get any bids. We got one but it was after the bids closed, and that's the one that you see on item #15."

City Clerk Tami Comte said, "I contacted Omaha Demolition and Metal, and they gave me a rough estimate of \$500 to \$700 to dispose of the safe deposit boxes."

Council member Bruce Meysenburg said, "It would cost us?"

City Clerk Tami Comte said, "Yes."

Council member Jessica Miller said, "We can't just take them to CMI or something like that? My question is: Can the city employees take them out and take them to CMI and we get something back to go towards the loan?"

City Clerk Tami Comte said, "I'm not sure that we have the equipment, because one company that I contacted, I sent them the pictures and they said that they didn't have the equipment that it's going to take to remove them."

Council member Tom Kobus said, "For \$700, our guys can do more without that job."

City Clerk Tami Comte said, "This person would just pay us \$1 and then he would get rid of them for us."

Mayor Zavodny said, "Is there a down side to just leaving them?"

City Clerk Tami Comte said, "Yes. Our plan with that space is to put shelves and to put the minute books on the shelves so they aren't in the fireproof file cabinets, because the whole vault is fireproof."

City Administrator Clayton Keller said, "Would it cost us more in manpower to do it ourselves than it's worth?"

Mayor Zavodny said, "My only question is, if we have this guy pay us a dollar to get rid of them, is he bonded for liability and what happens if a wall caves in?"

City Clerk Tami Comte said, "What they told me is that they would take pictures before they start, and I can ask them about being bonded, and one of our employees would be there while they do it."

Council member Kevin Woita said, "We're left with the mess, I take it?"

City Clerk Tami Comte said, "Well, I don't know what is behind the safe deposit boxes. I don't know if there is damage to the walls now or not. We're hoping that can be repaired with the construction."

Council member Kevin Woita said, "If it's fireproof, are we sure that there's no asbestos involved? I've got to think that was probably redone back in the 70's? It was probably redone after the fire. They were probably still using asbestos in that. That might have been used for fire prevention."

Council member Bruce Meysenburg said, "That's a can of worms."

Council member Kevin Woita said, "It's just my opinion that if we leave them and work around the shelving."

City Clerk Tami Comte said, "I don't think there's room."

Council member Jessica Miller said, "There's not room in that first section. On the one wall you could but as far as the other areas..."

Mayor Zavodny said, "I don't want this one dollar to cost us fifty thousand in asbestos mitigation."

City Attorney Joanna Uden said, "Was there anything in the seller's disclosure statement when we bought the building? They should have had to disclose asbestos."

City Administrator Clayton Keller said, "There wasn't any on the main floor, but there is in the basement. There are signs in the basement."

City Attorney Joanna Uden said, "If they knew about it, they should have had to disclose that."

Council member Kevin Woita said, "If they knew about it. It's changed hands about four times."

City Administrator Clayton Keller said, "Is there a way for us to check for asbestos?"

Mayor Zavodny said, "I think that's what we should do. I think the safest thing to do is to table items number fourteen and fifteen. I think we either need to have a clean bill of health that there's no asbestos or if no one can provide that then we will reevaluate it, because once you start then you're up a creek. You're talking hazmat."

Council member Pat Meysenburg made a motion to table consideration of the bids received for the safe deposit boxes from the new City Office at 490 "E" Street. 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

Council member Pat Meysenburg made a motion to table Resolution No. 19-2021 selling the safe deposit boxes to David Schauer dba Metal Busters. 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

RESOLUTION NO. 19-2021

WHEREAS, the City of David City, Butler County, Nebraska, is the owner of the following described personal property, to wit:

Safe Deposit boxes from the former U.S. Bank building (new City Office) located at 490 "E" Street, David City, NE

and,

WHEREAS, the City of David City, Nebraska, does not have a present need to retain ownership of said above described personal property, and,

WHEREAS, the City of David City, Nebraska, deems it in the best interests of the citizens of the City of David City, Nebraska, that said personal property be disposed of, as set forth herein,

WHEREAS, the City of David City, Nebraska, has determined that the fair market value of the above described personal property is less than \$5,000.00,

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

1. That the above described personal property be sold for \$1.00 and free removal of safe deposit boxes to David Schauer dba Metal Busters, as advertised in a Notice of Donation of Personal Property posted in three public places in the City of David City, Nebraska, immediately after the passage of said Resolution and not later than seven (7) days prior to the sale of said item, as shall be evidenced by a Notice of Posting of the City of David City Clerk, and,

2. That pursuant to Neb. Rev. Stat. §17-503.01, confirmation of the sale of said personal property by an ordinance is not required.

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

CITY OF DAVID CITY, NEBRASKA

Tabled
Mayor Alan Zavodny

ATTEST:

Tabled
City Clerk Tami Comte

Council member Bruce Meysenburg made a motion to approve a confidentiality agreement with Ag Processing Inc. 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

Confidentiality Agreement

This Agreement is made this ___ day of _____, 2021, by and between City of David City, with a mailing address of 557 N. 4th Street, David City, NE 68632 ("CDC") and Ag Processing Inc a cooperative, whose corporate office is located at 12700 West Dodge Road, Omaha, NE 68154 ("AGP"). CDC and AGP are collectively referred to as the "parties."

Whereas, the parties desire to exchange certain confidential and proprietary information relating to the potential acquisition and development of real estate for the construction of a soybean processing plant in the David City, NE area (the "transaction"); and

Whereas, the parties are willing to provide such confidential and proprietary information for the limited purpose stated and under the terms and conditions set forth herein.

Now, Therefore, in consideration of the mutual promises set forth herein, the parties agree as follows:

1. As of the date this Agreement is signed by both parties, a confidential relationship shall arise between CDC and AGP. It is agreed that both parties will hold in confidence the information disclosed by the other, will not disclose that confidential information to anyone except officers and employees of the parties and their respective legal counsel, and will not use the information for a purpose not covered by this Agreement. The receiving party shall not be obligated to keep as confidential the information received from the disclosing party if it can show that any such information:
 - a) was known from sources other than the disclosing party and is documented in written records made prior to such disclosure;
 - b) is or becomes public knowledge prior to or after its disclosure, other than through acts attributable to the party receiving the disclosed information, provided that the obligation of the recipient shall cease only after the date on which such information has become available to the public;
 - c) was disclosed to the receiving party by a third party who apparently did not derive such information from the disclosing party or its affiliates;
 - d) is independently developed by an employee of the receiving party who did not have access to the information and is documented in written records; or
 - e) is required to be disclosed by validly authorized legal compulsion, including but not limited to, subpoenas, deposition, summons, interrogatories, requests for production of documents, court order, or by the Attorney General of the applicable State, provided the party disclosing such information shall make reasonable attempts to provide prior notice to the nondisclosing party of such compelled disclosure and cooperate with the nondisclosing party should the nondisclosing party take action to prevent or limit such disclosure.
2. The party disclosing the information must make reasonable efforts to provide in writing a detailed description of the information which it considers confidential or cause all material considered confidential to be plainly marked to indicate the secret and confidential nature thereof, and to protect authorized use or reproduction thereof. The parties agree that the failure to mark or identify disclosed information as confidential shall not in and of itself relieve the receiving party of its duties hereunder.

The presumption of any information received pursuant to the proposed transaction shall be in favor of its confidentiality.

3. Upon notification by either party that the transaction contemplated will not be carried out, or upon completion of the transaction, or upon demand therefore, each party will return all confidential information to the disclosing party. Return of the confidential information shall not affect the respective parties' obligation to hold the information in confidence. If permitted by law, all information shall, upon request of a party hereto, be destroyed and the party destroying said information shall so certify the destruction to the other party. It is also understood that it may be difficult to destroy all copies of electronically stored information containing the confidential information including emails and back-up media. In that regard, it is agreed that the receiving party will take commercially reasonable measures to destroy electronically stored confidential information upon request, but in any event, the receiving party will take commercially reasonable measures to continue to comply with the confidentiality obligations under this Agreement for any electronically stored confidential information that is not destroyed.
4. Each party shall use its best efforts to ensure that only the information needed to plan or perform the transaction is disclosed, that information considered confidential is identified as such at the time it is disclosed, that disclosure is made only to employees who have a need and a right to know such confidential information, and that all employees to whom said information is disclosed shall take all reasonable precautions to safeguard the confidential status of the information. The receiving party shall not use, or permit others to use, the confidential information for any purpose other than evaluating the transaction and shall not in any way use the confidential information to the detriment of disclosing party. Notwithstanding anything herein to the contrary, the parties acknowledge and agree that the receiving party may utilize the confidential information to evaluate the financial strength of the disclosing party and use the information when making credit decisions related to the transaction or other business.
5. Neither this Agreement nor anything in the information provided hereunder shall be construed as:
 - a) an obligation upon AGP to revise, supplement, or elaborate upon the information;
 - b) providing or implying any arrangement or understanding that AGP will make any purchase or lease of any material from CDC; or
 - c) providing CDC by implication, estoppel or otherwise any right or license under any patents, copyrights, or trademarks now or later owned by AGP.
6. Each party to this Agreement hereby agrees that, without the prior written consent of the party hereto providing employment ("employer"), such party will not for a period of three (3) years from the date hereof directly or indirectly solicit for employment or employ any person ("employee") who is now employed by the employer or any of the employer's subsidiaries and which employee is identified by such party as a result of such party's evaluation of the confidential information or otherwise in connection with this Agreement; provided, however, that such party shall not be prohibited from employing any such person who contacts such party on his or her own initiative and without any direct or indirect solicitation by such party.
7. This Agreement shall not be assigned to a third party, without mutual prior written consent of the original two parties.

8. It is understood and agreed by the parties that money damages would not be a sufficient remedy for any breach of this Agreement and that, to the extent permitted by the laws of the State of Nebraska, either party hereto shall be entitled to specific performance and/or injunctive or other equitable relief as a remedy for any such breach.
9. This Agreement and the rights, duties, and obligations created by it will continue in effect for five (5) years from the date of this Agreement. Notwithstanding the foregoing, for exchanged confidential information that qualifies as a Trade Secret, the Agreement shall be effective for so long as such information remains a Trade Secret. Trade Secret shall mean technical and nontechnical information (in tangible or intangible form) that derives actual or potential economic value from not being generally known to other persons who could obtain economic value from the disclosure or use thereof, and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.
10. This Agreement shall be governed by the laws of the State of Nebraska, United States of America. The parties agree that any cause of action or litigation involving the alleged breach or enforcement of this Agreement or any claim arising hereunder shall be filed exclusively in federal or state court in Douglas County, Nebraska, and the parties hereby irrevocably consent to the jurisdiction of any federal or state court in Douglas County, Nebraska. Both parties hereby waive their rights to trial by jury. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing the Agreement to be drafted.
11. This Agreement may be executed by the parties in one or more counterparts or duplicate originals, all of which taken together shall constitute one and the same instrument. The facsimile or PDF signatures of the parties shall be deemed to constitute original signatures, and facsimile or PDF copies hereof shall be deemed to constitute duplicate originals.

Executed the date and year first above written.

City of David City

Ag Processing Inc a cooperative

By: _____

By: _____

Title: _____

Title: _____

Council member Pat Meysenburg made a motion to approve going into executive session to discuss land conveyance negotiations. 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

Mayor Zavodny stated, "Now, at 7:39 p.m., we are going into executive session to discuss land conveyance negotiations." Mayor Zavodny, all of the Council members, City Administrator Keller, City Attorney Joanna Uden, and City Clerk Comte went into executive session at 7:39 p.m.

City Attorney Joanna Uden stated that a motion and second was not needed to come out of executive session. Therefore, Mayor Zavodny declared the City Council out of executive session at 7:48 p.m.

There being no further business to come before the Council, Council member Pat Meysenburg made a motion to adjourn. Council Member John Vandenberg 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 Mayor Zavodny declared the meeting adjourned at 7:49 p.m.

CERTIFICATION OF MINUTES

September 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 September 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