

CITY COUNCIL PROCEEDINGS

June 22, 2022

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 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 June 16, 2022, 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 Pat Meysenburg, Tom Kobus, Bruce Meysenburg, Jessica Miller, Kevin Woita, City Attorney Pro-Tem Tim Wollmer, and City Clerk-Treasurer Tami Comte. Council member John Vandenberg was absent.

Also present for the meeting were: Electric Supervisor Pat Hoeft, Water Operator In Charge Dan Sobota, Water Department Employee Anthony Kobus, Building Inspector Gary Meister, Special Projects Coordinator Dana Trowbridge, Craig Reinsch with Olsson, Ryan Ruth with First State Insurance, Banner-Press Correspondent Hannah Schrodtr and Sheriff Tom Dion.

The meeting opened with the Pledge of Allegiance.

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 Jessica Miller made a motion to approve the minutes of the June 8, 2022, City Council meeting as presented. Council Member Pat Meysenburg seconded the motion. The motion carried.

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

Council member Pat Meysenburg made a motion to approve Pay Estimate #3 to M.E. Collins Contracting Co., Inc. in the amount of \$5,218.20 for the N-15 and "S" Street Turn Lane Improvements. Council Member Bruce Meysenburg seconded the motion. The motion carried.

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

CHANGE ORDER

No. 2



Date of Issuance: June 13, 2022 Effective Date: June 13, 2022

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

The Contract Documents are modified as follows upon execution of this Change Order:
 Description: Additional embankment and electrical needed for Region V sign lighting; embankment \$3,774 LS; electrical \$2,786 LS; and traffic control \$1,100 LS; Total \$7,660 LS
 Attachments: (List documents supporting change): attached

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ <u>166,400.00</u>	Original Contract Times: Substantial Completion (days or date): <u>December 15, 2021</u> Ready for Final Payment (days or date): <u>April 15, 2022</u>
Increase from previously approved Change Orders No. <u>0</u> to No. <u>1</u> : \$ <u>0.00</u>	Increase from previously approved Change Orders No. <u>0</u> to No. <u>1</u> : Substantial Completion (days or date): <u>May 15, 2022</u> Ready for Final Payment (days or date): <u>May 30, 2022</u>
Contract Price prior to this Change Order: \$ <u>166,400.00</u>	Contract Times prior to this Change Order: Substantial Completion (days or date): <u>May 15, 2022</u> Ready for Final Payment (days or date): <u>May 30, 2022</u>
Increase of this Change Order: \$ <u>7,660.00</u>	Increase of this Change Order: Substantial Completion (days or date): <u>N/A</u> Ready for Final Payment (days or date): <u>N/A</u>
Contract Price incorporating this Change Order: \$ <u>174,060.00</u>	Contract Times with all approved Change Orders: Substantial Completion (days or date): <u>May 15, 2022</u> Ready for Final Payment (days or date): <u>May 30, 2022</u>

RECOMMENDED: Olsson	ACCEPTED: City of David City, Nebraska	ACCEPTED: M. E. Collins Contracting Co., Inc.
By: <u></u> Engineer (Authorized Signature)	By: _____ Owner (Authorized Signature)	By: <u></u> Contractor (Authorized Signature)
Title: _____	Title: _____	Title: <u>V.P.</u>
Date: _____	Date: _____	Date: <u>6/9/22</u>
Approved by Funding Agency (if applicable):		
By: _____	Title: _____	Date: _____



980 E. 25TH ST.
P.O. BOX 83
WAHOO, NE 68066

(402) 443-3663
FAX: (402) 443-5013

June 6th, 2022

Olsson Associates
Attn: Dave Ziska
201 E. Second Street
Grand Island, NE 68801
O 308.384.8750

Project: N-15 & S ST. TURN LANE IMPROVEMENTS

Dave,

M.E. Collins Contracting Co. Inc. request the following change order pricing change for some of the change in scope of work for the project listed above.

Pricing was based on additional embankment and electrical needed to be done for the Region V sign lighting, additional embankment, additional traffic control. Pricing is as follows:

1. Additional Embankment	148 (CY) x \$25.50(CY)	\$3,774.00
2. Additioanl Electric	1 (LS)	\$2,786.00
3. Additional Traffic Control	1 (LS)	\$1,100.00
	TOTAL:	\$7,660.00

Notes:

1. Additional Embankment hauled in to the estimated 50 CY per plan scope. Had to extend shoulder from original plan design to account for turn lane.
2. Electrical included light removal, extending conduit, pulling new wire, new light pedestal base, fix broken conduit below light pole base.
3. Traffic Control for adding closure to the Northbound Timpte turn lane that was not accounted for in plans and to prevent from any head on activity on Highway 15.

Feel free contact M.E.C.C. if you have any questions.

Respectfully,

Joel Schommer, Vice President
M.E. Collins Contracting Co., INC

File: 212578



CERTIFICATE OF PAYMENT: 3

Date of Issuance: June 13, 2022

Project: N-15 and "S" Street Turn Lane Improvements, David City, Nebraska - 2021

Project No.: 020-2875

Contractor: M.E. Collins Contracting Co., Inc., P O Box 83, Wahoo, NE 68066

DETAILED ESTIMATE		
Description	Unit Price	Extension
See Attached.		

PLEASE REMIT PAYMENT TO: M.E. Collins Contracting Co., Inc., P O Box 83, Wahoo, NE 68066

Value of Work Completed This Request: \$5,798.00

Original Contract Cost: \$166,400.00

Approved Change Orders:

No. 1 \$0.00

No. 2 \$7,660.00

No. 3 \$0.00

Total Contract Cost: \$174,060.00

Value of completed work and materials stored to date \$176,386.13

Less retainage percentage 10% \$17,638.61

Net amount due including this estimate \$158,747.52

Less: Estimates previously approved:

No. 1 \$9,257.16 No. 3 \$0.00 No. 5 \$0.00

No. 2 \$144,272.16 No. 4 \$0.00 No. 6 \$0.00

Total Previous Estimates: \$153,529.32

NET AMOUNT DUE THIS ESTIMATE: \$5,218.20

The undersigned hereby certifies, based upon periodic observations as set forth in scope of work and the data included in all applicable payment applications that, to the best of its knowledge, information and belief: (1) the work has progressed as indicated in the applicable payment applications; (2) the work performed and materials delivered by Contractor are in conformance with the plans and specifications; and (3) the Contractor, in accordance with the contract, is entitled to payment as indicated above.

This certification does not constitute a warranty or guarantee of any type. Client shall hold its Contractor solely responsible for the quality and completion of the Project, including construction in accordance with the construction documents. Any duty or obligation of Olsson hereunder is for the sole benefit of the Client and not for any third party, including the Contractor or any Subcontractor.

cc: City of David City, Nebraska - Owner
 M.E. Collins Contracting Co., Inc., P O Box 83, Wahoo, NE 68066
 Project File

OLSSON

By: 

Pay App.
3

Project: N-15 and "S" Street Turn Lane Improvements, David City, Nebraska - 2021
 Contractor: M.E. Collins Contracting Co., Inc., P O Box 83, Wahoo, NE 68066

Project #: 020-2875
 Date: 6/13/2022



ITEM NO.	DESCRIPTION OF WORK	Pay Unit	Total Est. Qty	Unit Price	SCHEDULED VALUE (D * E)	WORK COMPLETED				MATERIALS PRESENTLY STORED (NOT IN H OR J)	TOTAL QUANTITY TO DATE (G+I)	COMPLETED AND STORED TO DATE (H+J+K)	% (M/F)	BALANCE TO FINISH (F-M)	RETAINAGE
						Qty from previous pay appl.	Total From previous pay appl.	Qty this Period	Total from this Period						
Base Bid															
1	Earthwork	L.S.	1	\$40,000.00	\$40,000.00	1.00	\$40,000.00	0.00	\$0.00	1.00	\$40,000.00	100%	\$0.00	\$4,000.00	
2	Erosion Control	L.S.	1	\$4,520.00	\$4,520.00	1.00	\$4,520.00	0.00	\$0.00	1.00	\$4,520.00	100%	\$0.00	\$452.00	
3	6" Concrete Driveway/Pavement	S.Y.	167	\$68.00	\$11,356.00	167.00	\$11,356.00	0.00	\$0.00	167.00	\$11,356.00	100%	\$0.00	\$1,135.60	
4	8" Doweled Concrete Pavement	S.Y.	750	\$76.00	\$57,000.00	816.00	\$62,016.00	0.00	\$0.00	816.00	\$62,016.00	100%	(\$5,016.00)	\$6,201.60	
5	Subgrade Prep	S.Y.	750	\$7.40	\$5,550.00	816.00	\$6,038.40	0.00	\$0.00	816.00	\$6,038.40	100%	(\$488.40)	\$603.84	
6	24" RCP	L.F.	45	\$85.00	\$3,825.00	48.00	\$4,080.00	0.00	\$0.00	48.00	\$4,080.00	107%	(\$255.00)	\$408.00	
7	Area Inlet	EA.	1	\$6,710.00	\$6,710.00	1.00	\$6,710.00	0.00	\$0.00	1.00	\$6,710.00	100%	\$0.00	\$671.00	
8	Storm Sewer Manhole	EA.	2	\$6,170.00	\$12,340.00	1.00	\$6,170.00	0.00	\$0.00	1.00	\$6,170.00	50%	\$6,170.00	\$617.00	
9	Barrier Gate Arm	EA.	1	\$6,000.00	\$6,000.00	1.00	\$6,000.00	0.00	\$0.00	1.00	\$6,000.00	100%	\$0.00	\$600.00	
10	5" White Pavement Marking	L.F.	587	\$3.00	\$1,761.00	0.00	\$0.00	587.00	\$1,761.00	587.00	\$1,761.00	100%	\$0.00	\$176.10	
11	White Preformed Plastic Arrow	EA.	1	\$673.00	\$673.00	0.00	\$0.00	1.00	\$673.00	1.00	\$673.00	100%	\$0.00	\$67.30	
12	Remove Pavement	S.Y.	471	\$16.00	\$7,536.00	537.00	\$8,592.00	0.00	\$0.00	537.00	\$8,592.00	114%	(\$1,056.00)	\$859.20	
13	Remove Area Inlet	EA.	1	\$945.00	\$945.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%	\$945.00	\$0.00	
14	Remove Curb	L.F.	68	\$17.00	\$1,156.00	68.00	\$1,156.00	0.00	\$0.00	68.00	\$1,156.00	100%	\$0.00	\$115.60	
15	Remove and Reset Mailbox	EA.	1	\$300.00	\$300.00	1.00	\$300.00	0.00	\$0.00	1.00	\$300.00	100%	\$0.00	\$30.00	
16	Traffic Control	L.S.	1	\$6,728.00	\$6,728.00	0.50	\$3,364.00	0.50	\$3,364.00	1.00	\$6,728.00	100%	\$0.00	\$672.80	
					\$166,400.00		\$160,302.40		\$5,798.00		\$166,100.40		\$299.60	\$16,610.04	
Change Order															
CO1	Stored Materials	L.S.	0	\$10,285.73	\$0.00	1.00	\$10,285.73	0.00	\$0.00	1.00	\$10,285.73	0%	(\$10,285.73)	\$1,028.57	
CO2	Embankment, Electrical and Traffic Control	L.S.	1	\$7,660.00	\$7,660.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%	\$7,660.00	\$0.00	
Contract Total					\$174,060.00		\$170,588.13		\$5,798.00		\$176,386.13	101%	(\$2,326.13)	\$17,638.61	

Original Contract	\$166,400.00
+ CO 1	\$0.00
+ CO 2	\$7,660.00
+ CO	\$0.00
Total Contract to Date	<u>\$174,060.00</u>
Total Work Completed to Date	\$176,386.13
Total Materials Stored to Date	\$0.00
Total Value completed & Stored to Date	\$176,386.13
- Retainage 10%	\$17,638.61
Net Total Due Less Retainage	<u>\$158,747.52</u>
- Pay AP 1	\$9,257.16
- Pay AP 2	\$144,272.16
- Pay AP	\$0.00
- Pay AP	\$0.00
- Pay AP	\$0.00
- Pay AP	\$0.00
Total Previous	<u>\$153,529.32</u>
Net Amount Due This Estimate	\$5,218.20

Footnotes:



P.O. Box 83 - 980 East 25th Street - Wahoo, NE 68066
 Phone #: (402) 443-3663 Fax #: (402) 443-5013

PROGRESS ESTIMATE

Date: 6-Jun-22

Project: N-15 & S ST. TURN LANE IMPR.

Collins Project No: 212578

To: City of David City

Contractor Estimate No.: 3

Attn: Dave Zizka

Original Contract Amount: \$ 166,400.00

Item	Description	Contract Qty	Qty To Date	Unit Price	Amount
1	Earthwork	1 LS	1.00	\$ 40,000.00	\$ 40,000.00
2	Erosion Control	1 LS	1.00	\$ 4,520.00	\$ 4,520.00
3	6" Concrete Driveway/Pavement	167 SY	167.00	\$ 68.00	\$ 11,356.00
4	8" Doweled Concrete Pavement	750 SY	816.00	\$ 76.00	\$ 62,016.00
5	Subgrade Prep	750 SY	816.00	\$ 7.40	\$ 6,038.40
6	24" RCP	45 LF	48.00	\$ 85.00	\$ 4,080.00
7	Area Inlet	1 EA	1.00	\$ 6,710.00	\$ 6,710.00
8	Storm Sewer Manhole	2 EA	1.00	\$ 6,170.00	\$ 6,170.00
9	Barrier Gate Arm	1 EA	1.00	\$ 6,000.00	\$ 6,000.00
10	5" White Pavement Marking	587 LF	587.00	\$ 3.00	\$ 1,761.00
11	White Preformed Plastic Arrow	1 EA	1.00	\$ 673.00	\$ 673.00
12	Remove Pavement	471 SY	537.00	\$ 16.00	\$ 8,592.00
13	Remove Area Inlet	1 EA	0.00	\$ 945.00	\$ -
14	Remove Curb	68 LF	68.00	\$ 17.00	\$ 1,156.00
15	Remove & Reset Mailbox	1 EA	1.00	\$ 300.00	\$ 300.00
16	Traffic Control	1 LS	1.00	\$ 6,728.00	\$ 6,728.00
C/O	Dirt, Electrical, Traffic Control	1 LS	0.00	\$ 7,660.00	\$ -
	Stored Materials - WCHE	1.00 LS	1.00	\$ 10,285.73	\$ 10,285.73

Previous Requested Amounts:

Estimate #1: \$9257.16
 Estimate #2: \$144,272.16
 Estimate #3: \$5,218.20

Estimate Prepared by :

TOTAL EARNED TO DATE:	\$	176,386.13
Retainage	10%	\$ (17,638.61)
Other Deductions		\$ -
NET ESTIMATE TO DATE:	\$	158,747.52
Less Previous Requests:	\$	(153,529.32)
TOTAL DUE THIS ESTIMATE:	\$	5,218.20

Michael E. Collins

Council member Bruce Meysenburg introduced Ordinance No. 1401 confirming the sale of property legally described as Lots 23, 24 & Pt of Lot 22 and the east ½ of Vac. Alley adj. to Lots 23, 24 & Pt of Lot 22, Block 18, Original Town of David City, Butler County, Nebraska to Michael and Colette Hansen. Mayor Alan Zavodny read Ordinance No. 1401 by title. Council member Bruce Meysenburg made a motion to suspend the statutory rule requiring an Ordinance to be read on three separate days. Council Member Pat Meysenburg seconded the motion. The motion carried.

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

Council member Bruce Meysenburg made a motion to pass and adopt Ordinance No. 1401 on third and final reading confirming the sale of property located at 19 15 3 David City Lots 23, 24 & Pt of Lot 22 and the East ½ of Vac Alley Adj Lots 23 & 24 & Pt of Lot 22, Block 18, Original Town of David City, Nebraska. Council Member Pat Meysenburg seconded the motion. The motion carried.

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

ORDINANCE NO. 1401

AN ORDINANCE TO CONFIRM THE SALE OF PROPERTY LEGALLY DESCRIBED AS LOTS 23, 24 & PT OF LOT 22 AND THE EAST ½ OF VAC. ALLEY ADJ. TO LOTS 23, 24 & PT OF LOT 22, BLOCK 18, ORIGINAL TOWN OF DAVID CITY, BUTLER COUNTY, NEBRASKA TO MICHAEL AND COLETTE HANSEN, A MARRIED COUPLE, FOR THE PURCHASE PRICE OF FIFTY THOUSAND DOLLARS AND NO CENTS (\$50,000.00) PLUS CLOSING COSTS; TO REPEAL ORDINANCES IN CONFLICT HEREWITH; AND TO PROVIDE FOR AN EFFECTIVE DATE THEREOF.

BE IT ORDERED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DAVID CITY, NEBRASKA.

SECTION 1: The appropriate Resolution #4-2022 was passed by the City Council directing sale for the following described real estate, to-wit:

Lots 23, 24 & Pt of Lot 22 and the east ½ of vacated alley adj. to Lots 23, 24 & Pt of Lot 22, Block 18, Original Town of David City, Butler County, Nebraska,

hereinafter referenced as "Premises".

SECTION 2: The appropriate publication of notice of the proposed sale has been completed.

SECTION 3: The appropriate passage of the thirty-day (30) right-of-remonstrance period has passed.

SECTION 4: The City Council did accept the bid of MICHAEL & COLETTE HANSEN, a married couple, for the purchase price of FIFTY THOUSAND DOLLARS AND NO CENTS

(\$50,000.00) PLUS CLOSING COSTS, at the City Council Meeting held April 27, 2022, with appropriate public notice.

SECTION 5: Sale of the Premises is hereby confirmed, by the Mayor and City Council, to MICHAEL & COLETTE HANSEN, a married couple, for the purchase price of FIFTY THOUSAND AND NO CENTS (\$50,000.00) PLUS CLOSING COSTS.

SECTION 6: The terms of the sale are contained in a Purchase Agreement attached hereto, marked Exhibit "A", and incorporated herein by reference as if fully set forth.

SECTION 7: That any other Ordinances or parts of Ordinances passed and approved prior to the passage, approval, and publication of this Ordinance and in conflict within provisions are hereby repealed.

SECTION 8: This Ordinance stated takes effect and be in full force and effect from and after its passage, approval, and publication as required by law and City Ordinance.

PASSED AND APPROVED this 22nd day of May, 2022.

Mayor: ALAN ZAVODNY

ATTEST:

City Clerk: TAMI L. COMTE

(SEAL)

Council member Pat Meysenburg made a motion to take sealed bids until July 30th for the current City Office. Council Member Kevin Woita seconded the motion. The motion carried. Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Absent, Kevin Woita: Yea
Yea: 5, Nay: 0, Absent: 1

Council member Bruce Meysenburg made a motion to approve closing the office from noon on July 14th and all day on July 15th to move to the new City Office contingent upon being ready to move. Council Member Pat Meysenburg seconded the motion. The motion carried. Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Absent, Kevin Woita: Yea
Yea: 5, Nay: 0, Absent: 1

Craig Reinsch with Olsson introduced himself and said, "You were provided a copy of the plans in your packet, and I just wanted to give a quick update for you. We have followed the

original schedule for design of the sewer main. It was the more straightforward of the two designs. We're connecting to an existing 8" and stemmed to an existing 8" main. One of the things that you'll notice as we look along the topography is that as the sewer rises the further north we go, the grade starts falling off, so we do start getting shallow at the location of the road. So, we'll still be around five to six feet deep where Akrs will be tying on. We are turning the corner, but we are going to get pretty shallow. We left provisions in the end of run manhole if grading or whatever else is done with the roadway that can be adjusted but we have stub outs at that location. Any questions on the sewer main size?"

Mayor Zavodny said, "Can you define shallow again?"

Craig Reinsch with Olsson said, "Two and a half feet."

Mayor Zavodny said, "Shouldn't that be thirty-six to forty-eight inches?"

Craig Reinsch with Olsson said, "There are no connections to that point. There was some talk that if there is grading done at that end on the site..."

Mayor Zavodny said, "I think we've established that I really don't like it when things go wrong."

Craig Reinsch with Olsson said, "So, we can cut it short and have the manhole at the Akrs tie-in with a stub going west."

Mayor Zavodny said, "How deep would that be?"

Craig Reinsch with Olsson said, "Five to six feet."

Council member Tom Kobus said, "That's what I'd do."

Council member Bruce Meysenburg said, "Even though it's sewer it can still freeze, correct?"

Council member Kevin Woita said, "Yes."

Mayor Alan Zavodny said, "That's too shallow."

Council member Tom Kobus said, "Are you going to dig that or push it?"

Craig Reinsch with Olsson said, "The sewer by gravity will be dug because we're at a minimum slope and that's not a good direction to go. Why do you ask?"

Council member Tom Kobus said, "I just thought it would be easier than fighting that water."

Craig Reinsch with Olsson said, "The water main sizing, as you know, we've been working on the hydraulic model. That was completed enough to work on the sizing. So we looked at both of those loops that were presented to the Council initially and what we had gotten from AGP because they would like to have fifteen hundred gallons per minute for fire flow to fill their tank plus five hundred gallons per minute of operation so we sized that loop based on two

thousand gallons per minute based on the pressure requirements and we came up with a minimum pipe size of fourteen inches and if you know pipe, fourteen inches is an odd size and so we opted to go with sixteen. So that's why it looks odd on the plans because it goes from eight to sixteen but that is in preparation for the loop that is going around. When we present the hydraulic model, we'll give you a little more information. That takes care of AGP. To take care of anything else in that area we're going to have to complete the second loop. Right now, we're just talking about the Akrs property."

Mayor Zavodny said, "I don't think we're going to have any pushback going sixteen from the people around this table, but does that put us at capacity for what is currently needed when you say if we add anything else we have to look at...."

Craig Reinsch with Olsson said, "So, as I understand the information from AGP from a couple emails, their solution to their own fire suppression on site is they are going to have their own tank on site. So, fifteen hundred gallons per minute is more of a residential fire flow, whereas around the Michael Foods property for example that fire flow is more of a thirty-five hundred gallons per minute. So, if you're looking at adding and fighting fires or something more substantial in that area then you're almost maxing it out at two thousand."

Mayor Zavodny said, "That's helpful. Thank you."

Craig Reinsch with Olsson said, "So, that is how it was sized. Any questions on the plans or the sizing?"

Council member Kevin Woita said, "What route is being taken for the water?"

Craig Reinsch with Olsson said, "So, we did the original Hein extension in 2011 or 2012 and we're staying on basically the outside part of the right of way. I have submitted permits to the Department of Transportation to keep the water main there. There are two twenty-foot easements for fire hydrants at the Akrs property that have been submitted."

Mayor Zavodny said, "Does that cause any trouble with the new driveway and street that will be accessed from the highway there?"

Craig Reinsch with Olsson said, "We have the fire hydrant on the south edge of what would be the new road, just like we have the sewer on the north end. So, we're trying to leave the open space in the middle without that road being designed. We've also left stub outs and things for future connections. We've done what we know to do now recognizing that the road is probably going to be a twenty-four- or thirty-foot road. There should be plenty of room."

Council member Tom Kobus said, "Is there going to be a fire hydrant by Akrs then?"

Craig Reinsch with Olsson said, "There will be two. Seeing that there are no questions then, I have gotten comments back from NDEE on the plans. They were minimal so I am anticipating that permit either this week or next. We need to follow up with DOT to see if they have any concerns. They approved the previous one and so I'm hoping that they don't but then that gets us ready for bid. A proposed schedule would be to submit to the newspaper this Friday to advertise the next three weeks: June 30th, July 7th and July 14th. We will also publish it online with a proposed bid opening on Wednesday, July 20th at 11 a.m. and that would be at the new City Offices. If this is approved tonight, I will get it to the newspaper by this Friday."

Interim City Administrator/City Clerk Tami Comte said, "And then July 27th would be when the Council would act on the bids received."

Craig Reinsch with Olsson said, "If we give three weeks or so for contracts then that means that we would be ready for the preconstruction meeting in mid August."

Mayor Alan Zavodny said, "Before we get too far down the road, have you bid very many utility projects recently?"

Craig Reinsch with Olsson said, "Yes."

Mayor Alan Zavodny said, "Sourcing of materials and everything....?"

Craig Reinsch with Olsson said, "It's still a mixed bag. We are using PVC and we're thinking that's a little more readily available. That's the big question on how long it's going to take to build."

Mayor Alan Zavodny said, "I know we're talking about the Akrs thing but planning ahead for AGP, too, but also humor me and lets' make sure that we have tracer wire in it. Let's not lay any more main without the ability to find it."

Craig Reinsch with Olsson said, "That's in the project."

Council member Kevin Woita said, "I thought that we were going to complete some of this work ourselves."

Craig Reinsch with Olsson said, "That was the initial plan, but the water department doesn't feel like they have the time or the resources to do it."

Council member Pat Meysenburg said, "They don't have the equipment to do it."

Interim City Administrator/City Clerk Tami Comte said, "They still need to finish the 3rd Street water main project."

Council member Bruce Meysenburg said, "We were told by somebody that they were going to have all of the meters changed out at one point in time and that hasn't happened. I know mine is still the same meter."

Interim City Administrator/City Clerk Tami Comte said, "Anthony and I talked about that today and they are going to have that finished this winter."

Mayor Alan Zavodny said, "Bringing us back to the center line here, for the Akrs part, we have a timeframe that is laid out. So, we have anything else that we have to consider if we approve this plan?"

Craig Reinsch with Olsson said, "If you approve the plan right now, I have it penciled in for completion November 1st. That is two and a half months approximately, but we will need to be flexible based on material availability."

Mayor Alan Zavodny said, "I think we understand that. I'm glad you pointed that out because that's the big unknown on anything that we're doing."

Craig Reinsch with Olsson said, "The gamble is that we want to give the contractor enough time so that they don't increase the price, but we don't want it to be too long either. So, this is still moving and should be ready and then we'll make adjustments as needed."

Mayor Alan Zavodny said, "That's a fairly small window compared to waiting twelve to twenty-four months for transformers and those kinds of things."

Council member Kevin Woita said, "Akrs is going to be waiting on us for water then? They're going to continue on with their construction, right?"

Craig Reinsch with Olsson said, "I shared these dates with them, and they haven't said that that will be an issue. I did share with them that we would like to get the sewer in and that we would talk to the contractor about getting the sewer in first so they can at least drain the building and do some other things and that was acceptable. Remember that substantial completion means that everything is done and so it could be before then but that is the contractual date."

Council member Kevin Woita made a motion to approve the bidding process for Akrs Water/Sewer extension. Council Member Bruce Meysenburg seconded the motion. The motion carried.

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

Mayor Zavodny stated that the next agenda item was consideration of local match for the workforce housing grant.

Mayor Zavodny said, "Skip, are you prepared to talk about this?"

Special Projects Coordinator Dana Trowbridge introduced himself and said, "As much as we can talk about it at this point in time. That program has not been designed by the State of Nebraska DED. I'm guessing that it will be in the July timeframe. It's going to be significantly greater than last year. They were ten-million-dollar years, and this year should be in the range of thirty million. It's believed that it's not going to change significantly from the past."

Mayor Alan Zavodny said, "We've talked about this before. We thought July maybe but since we're at the end of June, I'm just glad that we're keeping this in front of everybody so that when we are prepared to go that we go."

Special Projects Coordinator Dana Trowbridge said, "Right now we need to keep our options open as to we can't apply for this as a city. We have to find a partner, whether it be SENDD out of Lincoln or whether it be NeighborWorks out of Norfolk. They tell me that they are only allowed one application and they want to pick and choose and I'm not sure how that will go for us. I'm looking for an alternative to them."

Mayor Alan Zavodny said, "Has SENDD expressed openness to helping? I thought they had previously."

Special Projects Coordinator Dana Trowbridge said, "SEND D hasn't asked. They generally do it collectively for a number of communities and then start splitting it up. My preference would be to do NeighborWorks and be their only community and I think it would work better for us. I've checked with our attorneys at Baird Holm on the David City Development Corporation, the 501C3, and everything is set up and functional, but it does not have its IRS tax exemption yet. The IRS is taking somewhere in the area of nine to twelve months to approve those which would put us into the December timeframe. They tell me that we can ask for an expedited approval, but we have to have a gift first and I don't know that we can apply if we don't have it because it's one of those 'chicken and the egg' deals."

Mayor Zavodny said, "So, what we'll do is we'll see if NeighborWorks will work with us."

Special Projects Coordinator Dana Trowbridge said, "I'm hoping that we can convince NeighborWorks that with everything that is going on in David City, this could raise the priority level for workforce housing. It really should. On workforce instead of going from a one-to-one match, goes to a two-to-one match, we know that. So, if we put in five hundred thousand, they put in a million dollars and NeighborWorks generally loans that money then to developers on a low interest rate for twenty-four months to build the property. So, we could have a smaller builder that doesn't have a lot of capital background, get involved in one of these and get started."

Mayor Zavodny said, "That raises a good point. Everything that we've been watching in the news the past few days the interest rates have been clicking up for housing loans from four percent to six percent. Do you think that impacts this at all moving forward?"

Special Projects Coordinator Dana Trowbridge said, "I think it may impact it positively because they are going to have, basically, free money for whoever the winner of this is that they can loan, and I think they'll cap it at two percent."

Mayor Zavodny said, "That's a win then. That could be up to four percent less than the market."

Special Projects Coordinator Dana Trowbridge said, "I would still suggest a half a million dollars if the City can find a way to make it work."

Mayor Zavodny said, "Anything else on this? That was a good update and hopefully in July we'll actually see something break on this."

Mayor Zavodny stated that the next item on the agenda was consideration of the estimate from Black Hills Energy for construction of natural gas service to the new building at 660 5th Street.

Council member Kevin Woita made a motion to approve the estimate from Black Hills Energy for construction of natural gas service to the new building at 660 5th 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: Absent, Kevin Woita: Yea
Yea: 5, Nay: 0, Absent: 1



BLACK HILLS ENERGY MAIN EXTENSION AGREEMENT

This Agreement, made and entered into by and between **Black Hills/Nebraska Gas Utility Company LLC d/b/a Black Hills Energy**, Hereinafter called “Company” and The City of David City, hereinafter called “Applicant”,

Whereas, Applicant desires Company to install a natural gas service and Company is willing to do so subject to the terms and conditions set forth herein.

Now, therefore, in consideration of the above premises and the mutual covenants contained herein, the parties agree as follows:

1. Company will, with all reasonable expedition, will extend natural gas main to serve the following address: **660 5th Street, David City, NE**

Company will retain ownership of, operate and maintain the facilities required to provide service to Applicant.

Applicant will provide, own, operate and maintain all gas service equipment required beyond the point of delivery (outlet of Company’s meter). Applicant shall indemnify and hold Black Hills and Black Hills’s affiliates, including its officers, directors, employees and agents, harmless from and against any and all claims arising out of or in any way connected with the design, construction, ownership, operation and maintenance of Applicant’s facilities and the receipt by Applicant of gas at Company’s pressure. Applicant warrants and represents to Company that it has the knowledge and expertise, and its employees, agents and contractors are qualified to design, construct and operate the gas service equipment required beyond the point of delivery including specifically, but not by way of limitation, the receipt of gas from Company at Company’s gas pressure as it may exist from time to time.

2. At the time Applicant signs this Agreement, Applicant agrees to utilize natural gas for space heating to 660 5th Street, (which will be served from one site meter) for **Company** located in Butler, David City, Nebraska.

3. In consideration of the above requirement, Applicant will pay a **Contribution In Aid of Construction (“CIAC”)** (Applicant contribution of \$8,773.00) and any additional amounts required or necessary from Applicant, including but not limited to, gross up this

CIAC to Company for the natural gas service lines to a single meter on site. Upon receipt of payment, company will design plan and schedule the install.

4. This Agreement is made and entered into subject to all present and future policies, tariffs, rules and regulations, and orders issued by the Company, and/or regulatory authorities with jurisdiction.

5. In the event that the structure(s) meter has not been turned on within a 6 month period, or structure(s) are not built in accordance with this Agreement, Applicant will be required to pay the applicable Construction Deposit. Applicant will be responsible for any breach of this Agreement regardless of whether caused by Applicant or builder or contractor.

6. It is expressly understood and agreed that Applicant shall not be entitled, under any circumstances, to any refund whatsoever for any consumer obtained by Company on any other extensions connected with or to said extension described above.

7. All of the undertakings and obligations of the parties, relative to the subject matter hereof, are contained herein and shall extend to and be binding upon the successors and assigns of the parties hereto.

8. Applicant shall furnish suitable space for meter and regulating equipment in accordance with Company's specifications. Company shall coordinate with the applicant in regard to the flexibility of spacing and location of service lines and meters.

9. Applicant shall execute Company's Standard Right-of-Way Agreement granting free access to Company such rights of way as may be required. This Agreement is contingent upon Company obtaining any other right-of-way from other parties, if required.

10. In the event the project is terminated by Applicant or due to Applicant's default prior to completion, Applicant shall pay Company for all reasonable costs incurred and/or committed to for construction of the Facilities up to the date of termination, including tax gross-up if applicable.

11. Applicant shall not assign this Agreement to any third party without the written consent and approval of Company. Such consent will not unreasonably be withheld. No consent shall be required in the event that the real property is sold but rather the assignment shall be automatic.

12. If this Agreement is not fully executed by both parties on or before the 1st day of August, 2022, then this Agreement becomes null and void and neither party shall have any obligation hereunder to the other party.

13. This Agreement is subject to receipt by Company of all approvals required to construct the necessary facilities, including all necessary authorizations from federal, state, local, and/or municipal agencies or other governmental authorities. It is expressly understood that all such approvals shall be in a form and substance satisfactory to Company, and shall be final before the respective governmental authority and no longer subject to appeal or rehearing before such governmental authority unless Black Hills waives the requirement that the approval be final.

14. AS TO ALL MATTERS OF CONSTRUCTION AND INTERPRETATION, THIS AGREEMENT SHALL BE INTERPRETED, CONSTRUED AND GOVERNED BY THE LAWS OF THE STATE OF NEBRASKA WITHOUT REGARD TO CONFLICT OF LAW PROVISIONS.

15. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. No promises, agreements, or warranties additional to this Agreement other than as may be contained in Company's Tariff will be deemed to be a part of this Agreement, nor will any alteration, amendment, or modification be effective unless confirmed in writing by the parties.

16. This Agreement may be signed in counterparts, each of which when signed shall be an original, but all of which shall together constitute one and the same instrument.

17. Any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically (Imaged Documents). Imaged Documents may be introduced as evidence in any proceeding as if such were original business records, and neither party shall contest the admissibility of Imaged Documents as evidence in any proceeding.

“APPLICANT”

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

Signed: _____

By: _____

Title: _____

“COMPANY”

Black Hills/ Nebraska Gas Utility Company,
1731 Windhoek Dr
Lincoln, Nebraska 68512

Signed: _____

By: _____

Title: _____

Council member Pat Meysenburg made a motion to combine agenda item #12 Consideration of a quote from Urethane Contracting Services to repair the roof at the new City Office and agenda item #13 Consideration of change order #2 for Novak Construction to repair the awning roof at the new City Office and consideration of a quote to install a pitched roof on the top portion of the new City Office. Council Member Jessica Miller seconded the motion. The motion carried.

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

Council member Pat Meysenburg said, "I don't think that we really have a choice but to do this. I'd like to see the skylights and stuff taken out too but all of the contractors that I have talked to aren't interested because they don't have time. One guy told me maybe next summer. I think that this is the only option that we've got. He'll give us a ten-year guarantee, but he said it could last a lot longer than that. He'll do the awning at the same time. I'd like to have seen it all torn apart too."

Council member Tom Kobus said, "Is that what that one hundred and twenty-six thousand is?"

Interim Administrator/City Clerk Tami Comte said, "That is for Tony to install a pitched roof. Like the one that Union Bank has."

Mayor Alan Zavodny said, "Did we ask him where the sheets of ice go and snow?"

Building Inspector Gary Meister said, "Gutters are an issue, too. We haven't decided where to go with the water from it. You just can't dump it on the sidewalks. We think it's going in the city sewer now. There's rooftop drains on it and then it comes in and we haven't tracked down where it's actually dumping but we can't find where it's dumping outside."

Interim Administrator/City Clerk Tami Comte said, "Tony told me that he thought he could get it to go in the alley."

Council member Tom Kobus said, "That's a good place for it. I'm for a pitched roof."

Mayor Alan Zavodny said, "I think that makes a lot more sense. Flat roofs have nothing but headaches and it's almost impossible not to have a low spot and water sits there and eventually it cracks and that's when it starts leaking."

Building Inspector Gary Meister said, "It would be easy to add twelve to fourteen inches of insulation on the old flat roof."

Interim Administrator/City Clerk Tami Comte said, "We would still want the Urethane to repair the awning."

Building Inspector Gary Meister said, "Tony's going to redeck the awning and put an inch slope to the street, and he will come in and urethane over the plywood. You won't see it because there will only be an inch slope."

Mayor Alan Zavodny said, "We're not going to have sheets of ice and snow come off of that?"

Building Inspector Gary Meister said, "There's kind of a lip all the way around. You'll see that it's notched for water to drain out."

Council member Tom Kobus made a motion to a quote from Urethane Contracting Services to repair the awning at the new City Office and to have T. Novak Construction repair the awning roof and install a pitched roof on the top portion of the new City Office. Council Member Pat Meysenburg seconded the motion. The motion carried.

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

Mayor Zavodny stated that the next item on the agenda was consideration/discussion concerning implementing net-metering and updating the electric rate ordinance.

Electric Supervisor Pat Hoeft introduced himself and said, "Basically this is for our customers in David City so they can put solar on their roof to help with their electric bill because the federal government is giving tax breaks and stuff like that. The net-metering agreement has an interconnection agreement to tie it back into our grid which protects us on our end that they have to have equipment in their house, so it won't back feed onto our system. Then we have the right to go in and I believe at our convenience to check their system to make sure if we kill the power that it doesn't feed back into our system."

Mayor Alan Zavodny said, "That is a very important piece in a storm or an outage, so we don't have a guy working and it becomes hot. Part of this agreement is that we are not required to not pay for the excess. That was part of the deal."

Electric Supervisor Pat Hoeft said, "Well, if we do I think it's a minimum of two to four cents."

Mayor Alan Zavodny said, "I thought part of our deal was that we didn't want to mess with that piece of it."

Electric Supervisor Pat Hoeft said, "NMPP drew this agreement up and they had their attorneys go through it. He said that our current system we use PowerManager and they have a program in there that it is very easy to use. Our metering system that we installed will do that. It will do the net metering. But, for them to put it enough on their house to back feed off of the system they are going to have to have quite a bit of solar panels."

Mayor Alan Zavodny said, "So it is unlikely."

Electric Supervisor Pat Hoeft said, "Yes. We have a customer that has been waiting for this."

Council member Tom Kobus made a motion to approve and implement the net-metering agreement. Council Member Kevin Woita seconded the motion. The motion carried.

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

**Policy and Guidelines
for
Interconnection for Parallel Installation and Operation
of
Small (25 kW-DC or less) and Large (greater than 25 kW-DC)
Customer-Owned
Renewable Electric Generating Facilities
June 22, 2022**

Part 1. OVERVIEW

1. PURPOSE:

The purpose of this document is to establish standards for the Utility to interconnect and operate in parallel with customer-owned renewable electric generators.

2. DEFINITIONS:

- a. **Applicable Laws and Regulations** – All duly promulgated applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority.
- b. **Avoided Costs** – The incremental costs of the Utility's Electric Wholesale Supplier (EWS) energy or capacity or both which, but for the purchase from the Customer's Generating Facility, the Utility would generate itself or purchase from another source.
- c. **Customer** – Any entity interconnected to the Utility's distribution system for the purpose of receiving retail electric power service from the Utility's distribution system.
- d. **Customer Generator** – The owner or operator of a generating facility which:
 - i. is powered by a renewable energy resource;
 - ii. is located on a premise owned, operated, leased or otherwise controlled by the Customer Generator;
 - iii. is interconnected and operates in parallel phase and synchronization with an affected utility and is in compliance with the standards established by the affected utility;
 - iv. is intended primarily to offset part or all of the Customer Generator's own electrical energy requirements;
 - v. contains a mechanism, approved by the utility, that automatically disables the unit and interrupts the flow of electricity back onto the supplier's

electricity lines in the event that service to the Customer Generator is interrupted.

- e. **Distribution System** – The Utility's facilities and equipment used to transmit electricity to ultimate usage points such as homes and industries directly from nearby generators or from interchanges with higher voltage transmission networks which transport bulk power over longer distances and from the Utility's Wholesale supplier(s).
- f. **Electric Wholesale Supplier (EWS)** – The Utility's total requirements electric wholesale supplier.
- g. **Force Majeure** – A Force Majeure event shall mean “any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party's control”. A Force Majeure event does not include an act of negligence or intentional wrongdoing.
- h. **Generating Facility** – For purposes of this Standard, the customer's device for the conversion of renewable generation like bio fuel, hydro, wind or solar energy to electricity, as identified in the Interconnection Application and able to be certified as a Qualifying Facility under the definitions in The Public Utility Regulatory Policies Act (PURPA, Pub. L. 95–617, 92 Stat. 3117, enacted November 9, 1978), a United States Act passed as part of the National Energy Act and as amended.
- i. **Good Utility Practice** – Any of the practices, methods and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.
- j. **Governmental Authority** – Any federal, state, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include the Customer or any affiliate thereof.

- k. **Interconnection Application** – The Customer's request to interconnect a new Generating Facility, or to increase the capacity of, or make a material modification to the operating characteristics of an existing Generating Facility that is interconnected with the Utility's electrical system.
- l. **Interconnection Standard** – Any reference to Interconnection Standard shall mean all the provisions, forms and related documents described in the collective parts of this document, the Policy and Guidelines for Interconnection of Parallel Installation and Operation of Small (25 kW-DC or less) and Large (greater than 25 kW-DC) Customer-Owned Renewable Electric Generating Facilities as of the date adopted and printed on the cover page.
- m. **Qualifying Facility** – A *generation* facility that is a Qualifying Facility under 18 CFR Part 292, Subpart B, and is proposed to be used by an interconnection customer to generate electricity that operates in parallel with the electric Distribution System or local electric power system. Qualifying Facilities that are not Generating Facilities under subparagraph “h” above may qualify for interconnection with the Utility under provisions of the Public Utilities Regulatory Policies Act (PURPA), but the terms and conditions of interconnection shall be determined on a case-by-case basis.
- n. **System Upgrades** – The additions, modifications, and upgrades to the Utility's Distribution System at or beyond the point of interconnection to facilitate interconnection of the Generating Facility and render the transmission service necessary to effect the Interconnection Customer's wholesale sale of electricity in interstate commerce. Distribution upgrades do not include Interconnection Facilities.

3. ELIGIBILITY:

- a. Interconnection to the electric system shall be granted only to new or existing customers in good standing under the Utility's electric service schedules. The Interconnection Agreement shall be between the Customer who owns a Generating Facility and the Utility (Utility) and when applicable the Utility's full requirements Electric Wholesale Supplier (EWS).
- b. The Interconnection Standards for small customer-owned renewable electric Generating Facilities apply to a Generating Facility with rated output 100 kilowatts (kW-DC) or less. Eligibility of a Generating Facility with rated output of greater than 100 kW-DC will be determined on a case-by-case basis regarding voltage level of connection, metering and purchase of output. However, a similar Facilities Interconnection Agreement will also apply.

4. REQUEST:

A Customer desiring to interconnect a qualifying Generating Facility must complete and return to the Utility an *Application for Interconnection* (Document A) with payment of the applicable processing fee. The processing fee for 25 kW (DC rated generators) and under is \$250. The processing fee for 25 kW-DC to 100 kW-DC is \$500. The Utility and the EWS may require additional details or clarifications as needed to properly evaluate the application.

The Utility requires, on behalf of its EWS, that the Customer provide the capability to deliver hourly generator AC output meter readings (net of any generator auxiliary usage) to the EWS. The Customer needs to install a meter socket that meets the EWS' specifications between the Inverter and the AC connection to the Customer's load panel. The Utility shall have the right to install such additional metering equipment as it deems necessary for the collection of data for research purposes, which metering will be furnished and paid for by the Utility.

5. SYSTEM EFFECTS:

The Utility and the EWS will analyze the overall impact of the proposed Generating Facility on the transmission and Distribution System. Such analyses will be based on Good Utility Practice to determine thermal effects, voltage fluctuations, power quality, system stability, etc.

6. SYSTEM UPGRADES:

As a result of the above analysis, the Utility and the EWS will provide the Customer with a cost estimate and projected timeframe for any system upgrades that may be necessary to accommodate the Generating Facility (Document B).

7. AGREEMENT:

Once the Customer, the Utility and EWS have identified and mutually agreed upon the scope of the overall project including the Generating Facility, system upgrades and estimated costs, the Customer and the Utility shall execute the attached document entitled ***Customer-Owned Generation Facilities Interconnection Agreement***.

8. CODES AND PERMITS:

- a. The Customer shall be responsible for procuring all building, operating and environmental permits that are required by any Governmental Authority having jurisdiction for the type of generating facility and for the necessary ancillary structures to be installed.
- b. The equipment shall meet the standards listed in Section 7 of Part 2 below as "National Certification Codes and Standards".
- c. The construction and facilities shall meet all applicable building and electrical codes.

9. CERTIFICATE OF COMPLETION:

Upon completion of the Generating Facility and prior to normal operation, the Customer shall provide a signed copy of the attached document entitled **Certificate of Completion** (Document C) to the Utility and the EWS.

10. NORMAL OPERATION:

The Customer may begin normal operation of the Generating Facility upon completion of all documentation and receipt of written approval from the Utility and the EWS.

Part 2. TECHNICAL REQUIREMENTS

1. CHARACTER OF SERVICE:

The electrical service shall be 60 cycles per second (60 Hertz) alternating current (AC) at supply voltages and number of phases that apply under the Utility's rate schedules and the EWS Metering requirements.

2. CODE REQUIREMENTS:

The Generating Facility shall meet all requirements established by the National Electrical Code (NEC), National Electrical Safety Code (NEC), Institute of Electrical and Electronics Engineers (IEEE), Underwriters Laboratories (UL), and Occupational Safety and Health Administration. Specific codes are listed in Section 7 of this Part 2, below as "National Certification Codes and Standards". In addition, Manufacturer's Ownership, Operating and Maintenance Manuals shall be reviewed and accepted by both parties prior to beginning operation.

3. GENERATING FACILITY CONTROL AND OPERATION:

The control system of the Generating Facility shall comply with the IEEE specifications and standards for parallel operation with the Utility and EWS and in particular as follows:

- a. Power output control system shall automatically disconnect from Utility source upon loss of Utility voltage and not reconnect until Utility voltage has been restored by the Utility.
- b. Power output control system shall ride through voltage fluctuations but shall automatically disconnect from Utility source if Utility or customer-owned generation voltage fluctuates beyond plus or minus 10% (ten percent). The Customer shall provide adequate protection to prevent damage to the Utility's electrical system from inadvertent over/under voltage conditions originating in Customer's Generating Facility and to protect the Customer's Generating Facility from inadvertent over/under voltage conditions originating from the Utility's electrical system.
- c. Power output control system shall ride through frequency fluctuations but shall automatically disconnect from Utility if frequency fluctuates beyond plus or minus 2 cycles per second from 60 cycles per second (Hertz).

- d. Inverter output distortion shall meet IEEE requirements.
- e. The Generating Facility shall meet the applicable IEEE standards concerning impacts to the Distribution System with regard to harmonic distortion, voltage flicker, power factor, direct current injection and electromagnetic interference.
- f. The voltage produced by the Customer's Generating Facility must be balanced if it is a three-phase installation. The Customer is responsible for protecting the Generating Facility from an inadvertent phase unbalance in the Utility's service voltage.

4. FAULT CURRENT CONTRIBUTION

The Generating Facility shall be equipped with protective equipment designed to automatically disconnect during fault current conditions and remain disconnected until the voltage and frequency have stabilized.

5. RECLOSING COORDINATION

The Generating Facility shall be coordinated with the Distribution System reclosing devices by disconnecting from the system during the initial de-energized operation and shall remain disconnected until the voltage and frequency have stabilized.

6. DISCONNECT DEVICE:

A safety disconnect switch shall be installed that is visible to and readily accessible by Utility personnel. The switch shall be capable of being locked in the open position and shall prevent the generator from supplying power to the Distribution System.

7. STANDARDS FOR INTERCONNECTION, SAFETY, AND OPERATING RELIABILITY

The interconnection of a Generating Facility and associated interconnection equipment to the Utility's Distribution System shall meet the applicable provisions of the following publications:

- a. ANSI/IEEE1547-2003 Standard for Interconnecting Distributed Resources with Electric Power Systems (including use of IEEE 1547.1 testing protocols to establish conformity). The following standards shall be used as guidance in applying IEEE 1547:
 - i. IEEE Std 519-2014, IEEE Recommended Practices and Requirements for Harmonic Control in Electrical Power Systems
 - ii. IEC/TR3 61000-3-7 Assessment of emission limits for fluctuating loads in MV and HV power systems
- b. State of Nebraska Electric Safety Code
- c. ANSI/NFPA 70 (2014), National Electrical Code

- d. OSHA (29 CFR § 1910.269)
- e. Applicable regional transmission organization/independent system operator or transmission provider Tariff, Criteria, Business Practices, Protocols or other governing documents

Customer-Owned Generation FACILITIES INTERCONNECTION AGREEMENT

This Agreement, (“**Agreement**”) is entered into by and between the City of David City, Nebraska (“**Utility**”) and _____ (“**Customer**”). Customer and Utility are referenced in this Agreement collectively as “**Parties**” and individually as “**Party**.”

Recitals

WHEREAS, Utility is a publicly-owned electric utility engaged in the retail sale of electricity in the state of Nebraska,

WHEREAS, Customer owns or desires to install, own and operate an electric Generating Facility that qualifies as a Qualifying Facility under the Utility’s ***Policy and Guidelines for Interconnection for Parallel Installation and Operation*** (adopted June 22, 2022) and as allowed by federal and Nebraska law;

Agreement

NOW, THEREFORE, in consideration of the covenants and promises herein, the Parties mutually agree as follows:

1. SCOPE OF AGREEMENT

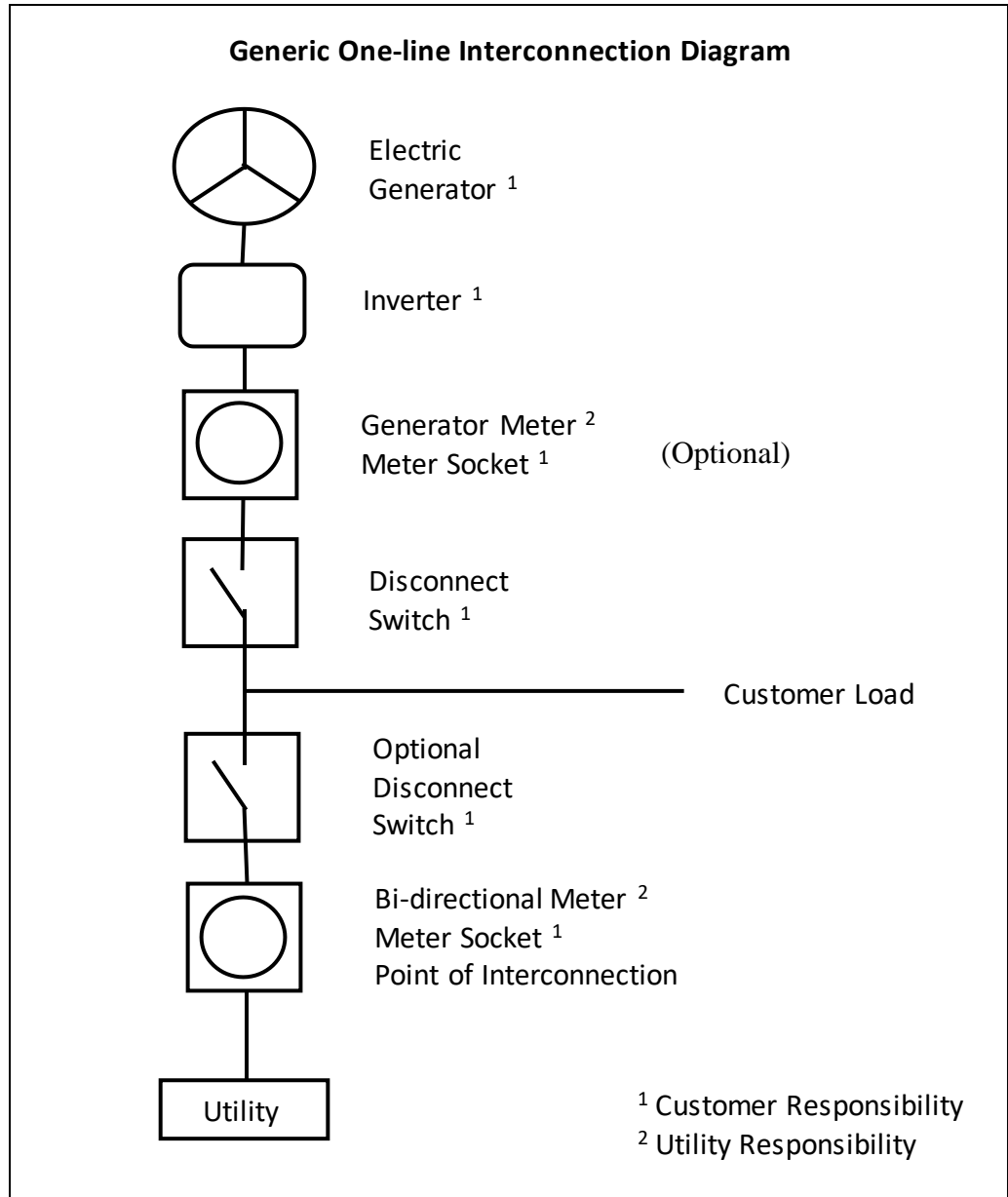
This Agreement governs the terms and conditions under which the Customer’s Generating Facility will interconnect with, and operate in parallel with, the Utility’s electrical system.

2. PARALLEL OPERATION

Customer shall not commence parallel operation of the generating facility until written approval of the interconnection facilities has been given by Utility. Such approval shall not be unreasonably withheld. Utility shall have the right to have representatives present at the initial testing of Customer’s protective apparatus and receive a copy of the inspection from the State Electrical Division pursuant to Nebraska law.

3. INTERCONNECTION COSTS

The Utility has estimated the costs, including overheads, for the purchase and construction of necessary System Upgrades to its Distribution System and has provided a detailed itemization of such costs on the attached document entitled “System Upgrade Estimated Costs”. The Customer agrees to pay the costs upon receipt of the Utility’s invoice within the timeframe indicated on the invoice. The diagram below shows the interconnection and metering requirements, ownership and responsibilities of the Parties.



4. BILLING OF NET EXCESS ENERGY

Customer Generators of greater than 25 kW-DC will be paid at the Utility's avoided cost rate for all excess energy (net excess energy) delivered to the Utility and will pay for all energy delivered to the customer at the Utility's retail rate. Customer Generators of 25 kW-DC or less will be paid at the Utility's avoided cost rate for the net excess energy delivered to the Utility. Net excess energy for Customer Generators of 25 kW-DC or less will be determined as the net amount of energy, if any, by which the output of the facility exceeds a customer-generator's total electricity requirements during a billing period. The Utility shall provide net metering for Customer Generators of 25 kW-DC or less, to the extent required by Nebraska law.

Nebraska Revised Statutes §70-2001 to §70-2005 as may be amended provide among other things the following rules for compensation for net metering (relevant excerpts are shown below):

70-2002. Terms Defined:

(6) Net metering means a system of metering electricity in which a local distribution utility:

(a) Credits a Customer Generator at the applicable retail rate for each kilowatt-hour produced by a Qualified Facility during a billing period up to the total of the Customer Generator's electricity requirements during that billing period. A Customer Generator may be charged a minimum monthly fee that is the same as other noncustomer-generators in the same rate class but shall not be charged any additional standby, capacity, demand, interconnection, or other fee or charge; and

(b) Compensates the Customer Generator for net excess generation during the billing period at a rate equal to the local distribution utility's avoided cost of electric supply over the billing period. The monetary credits shall be applied to the bills of the Customer Generator for the preceding billing period and shall offset the cost of energy owed by the Customer Generator. If the energy portion of the Customer Generator's bill is less than zero in any month, monetary credits shall be carried over to future bills of the Customer Generator until the balance is zero. At the end of each annualized period, any excess monetary credits shall be paid out to coincide with the final bill of that period ...

70-2003:

(4) Subject to the requirements of sections [70-2001](#) to [70-2005](#) and the interconnection agreement, a local distribution utility shall provide net metering to any customer-generator with a qualified facility. The local distribution utility shall allow a customer-generator's retail electricity consumption to be offset by a qualified facility that is interconnected with the local distribution system. A qualified facility's net excess generation during a billing period, if any, shall be determined by the local distribution utility in accordance with section [70-2002](#) and shall be credited to the customer-generator at a rate equal to the local distribution utility's avoided cost of electricity supply during the billing period, and the monetary credits shall be carried forward from billing period to billing period and credited against the customer-generator's retail electric bills in subsequent billing periods. Any excess monetary credits shall be paid out to coincide with the final bill at the end of each annualized period or within sixty days after the date the customer-generator terminates its retail service.

(5) A local distribution utility shall not be required to provide net metering to additional customer-generators, regardless of the output of the proposed generation unit, after the date during a calendar year on which the total generating capacity of all customer-generators using net metering served by such local distribution utility is equal to or exceeds one percent of the capacity necessary to meet the local distribution utility's average aggregate customer monthly peak demand forecast for that calendar year.

The Electric Wholesale Supplier (EWS) for the Utility is the Municipal Energy Agency of Nebraska (MEAN). For a Generating Facility of 100 kW-DC or less: the EWS' current standard avoided cost rate, with adjustment noted below for losses, is the Utility's standard avoided cost rate that will be used to determine the monetary credits of the Customer's net excess energy month to month. See the Appendix, as amended from time to time. The net excess kWh will be multiplied by a loss factor of _____ representing the average distribution losses at the secondary level. If the Customer generator is metered at the primary voltage level the net excess kWh will be multiplied by a factor of _____. For a Generating Facility of more than 100 kW-DC, the compensation rate will be determined on a case-by-case basis.

Utility may at its sole discretion elect to assign to EWS the Utility's rights to purchase any or all net excess output from the Generating Facility.

5. INTERRUPTION OR REDUCTION OF DELIVERIES

Utility may require Customer to interrupt or reduce deliveries and/or automatically isolate the facility from the electrical system when the Utility determines, in its sole discretion, that curtailment, interruption or reduction is necessary because of personnel safety, emergencies, Force Majeure or compliance with good utility practices.

6. ADVERSE OPERATING EFFECTS

The interconnection of the customer-owned Generating Facility shall not reduce the reliability and quality of the Distribution System. This includes, but is not limited to high levels of harmonics, abnormal voltage fluctuations and excessive frequency deviations. The Utility shall notify the Customer as soon as practicable if, based on Good Utility Practice, operation of the Generating Facility may cause disruption or deterioration of service to other customers served from the same electric system, or if operating the Generating Facility could cause damage to the Utility's Distribution System. If, after notice, the Customer fails to remedy the adverse operating effect within a reasonable time, the Utility may disconnect the Generating Facility. The Utility shall provide the Customer with notice of such disconnection as provided in the Utility's Service Policies.

7. ACCESS TO PREMISES

Utility shall have access to the Customer's premises or property.

8. INDEMNITY AND LIABILITY

Each Party shall at all times indemnify, defend, and hold the other Party and its directors, officers, employees and agents, and the EWS and its directors, officers, employees, and agents, harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the indemnifying Party's action or failure to meet its obligations under this Agreement.

9. CONSEQUENTIAL DAMAGES

Other than as expressly provided for in this Agreement, no Party shall be liable under any provision of this Agreement for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability; provided, however, that damages for which a Party may be liable to the other Party under another agreement will not be considered to be special, indirect, incidental, or consequential damages hereunder.

10. GOVERNING LAW

This Agreement shall be interpreted and governed under the laws of the State of Nebraska.

11. DOCUMENTS

The Agreement includes the following documents, which are attached and incorporated by reference:

- A. Application for Interconnection
- B. System Upgrade Estimated Costs
- C. Certificate of Completion

12. NOTICES

All written notices shall be directed as follows:

UTILITY:	City of David City 557 N. 4 th Street David, City, NE 68632
CUSTOMER:	Name _____ Address _____ City _____
EWS:	Municipal Energy Agency of Nebraska Wholesale Electric Division

8377 Glynoaks Drive
Lincoln, NE 68516

13. TERM OF AGREEMENT

This Agreement shall be in effect when signed by the Customer and Utility and shall remain in effect thereafter month to month unless terminated by either Party on thirty (30) days prior written notice and in accordance with the Service Policies.

[SIGNATURE PAGE FOLLOWING]

IN WITNESS WHEREOF, the Parties hereto have caused two originals of the Customer-Owned Generation Facilities Interconnection Agreement to be executed by their duly authorized representatives.

This Agreement is effective as of the last date set forth below.

(CUSTOMER)

City of David City, Nebraska

Signature _____

Signature _____

Print Name _____

Print Name _____

Title _____

Title _____

Date _____

Date _____

Document A
Application for Interconnection
Page 1 of 2

This Application is considered complete when it provides all applicable and correct information required below. Additional information or clarification to evaluate the Application may be requested by the Utility.

Processing Fee

A non-refundable processing fee of \$250 must accompany this Application for 25kW-DC and less generators. The fee is \$500 for over 25 kW-DC generators.

Customer

Name: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone (Day): _____ (Evening): _____

Fax: _____ E-Mail Address: _____

Contact (if different from Customer)

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone (Day): _____ (Evening): _____

Fax: _____ E-Mail Address: _____

Owner of the facility: _____

Generating Facility Information

Location (if different from above): _____

Local Electric Utility: _____

Account Number: _____

Inverter Manufacturer: _____

Model: _____

Nameplate Rating: _____ (kW) _____ (kVA)
(AC Volts) Single Phase _____ Three Phase _____

System AC Design Capacity: _____ (kW) _____ (kVA)

Prime Mover: Photovoltaic Reciprocating Engine Fuel Cell
 Turbine Other _____

Energy Source: Solar Wind Hydro Methane Biomass
Geo Thermal Hydro Power
Other (describe) (Diesel, Natural Gas, Fuel Oil) _____

Is the equipment UL1741 Listed? Yes _____ No _____

If Yes, attach manufacturer's cut-sheet showing UL1741 listing

Does the equipment meet IEEE 1547 specifications? Yes _____ No _____

Estimated Installation Date: _____ Estimated In-Service Date: _____

List components of the Small Generating Facility equipment package that are currently certified:

Equipment Type	Certifying Entity
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____

The customer is required to install a meter socket that meets the EWS specification between the Inverter and the AC connection to the customer's load panel. The EWS will cause to be installed an interval recording meter to record net generator power output. The Utility shall have the right to install such additional metering equipment as it deems necessary for the collection of data for research purposes, which metering will be furnished and paid for by the Utility.

Customer Signature

I hereby certify that, to the best of my knowledge, the information provided in this Application is true. I agree to abide by the terms and conditions of the Utility's Interconnection Standard and will return the Certificate of Completion when the Generating Facility has been installed.

Signed: _____

Title: _____ Date: _____

.....
Contingent Approval to Interconnect the Generating Facility

Interconnection of the Generating Facility is approved contingent upon the terms and conditions of the Utility's Interconnection Standard Inspection and upon return of the Certificate of Completion.

Utility Signature:

_____ Title: _____ Date: _____

Copies: Customer, Utility, EWS

Document C
Certificate of Completion
Page 1 of 2

Customer Declaration:

Is the Generating Facility installed, tested and ready for operation? Yes_____ No_____

Customer: _____

Contact Person: _____

Address: _____

Location of the Generating Facility (if different from above):

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone (Day): _____ (Evening): _____

Fax: _____ E-Mail Address: _____

Electrician/Service Company:

Name:

Address:

City: _____ State: _____ Zip Code: _____

Telephone (Day): _____ (Evening): _____

Fax: _____ E-Mail Address: _____

License Number: _____

Date "Contingent Approval to Interconnect the Generating Facility" granted by the Utility
(See Document A): _____

Inspection:

The Generating Facility has been installed and inspected in compliance with the local building
and electrical codes of

Signed (Local electrical wiring inspector, or attach signed electrical inspection):

Print Name: _____

Date: _____

As a condition of interconnection, you are required to send/fax a copy of this form along with a
copy of the signed electrical permit to the Utility:

Name: _____

Electric Utility: City of David City Electric Department

Address: 174 E Street

P.O. Box 191

David City, NE 68632

Fax: (402) 367-3126 E-Mail Address: _____

Document C
Certificate of Completion
Page 2 of 2

.....
Approval to Energize the Renewable Generating Facility

Energizing the Generating Facility is approved:

Utility Signature: _____

Title: _____ Date: _____

Copies: Customer, Utility, EWS

**Appendix
Avoided Cost Rate
(Less than or equal to 100 kW)**

Avoided Cost Rate: Generator nameplate rating of 25 kW or less: \$0.04070 per kWh

Effective date: April 1, 2022

Generator nameplate rating greater than 25 kW: \$0.04209 per kWh

Effective date: January 1, 2022

(Rate is subject to change)

Mayor Zavodny stated that the next item on the agenda is consideration of addressing speed bumps on 11th Street.

Council member Bruce Meysenburg said, "I asked to put this on the agenda because, I apologize, I really didn't say too much when we discussed it at the last meeting, but I don't know if it's such a good idea. I drive through a lot of towns, and I don't see many streets with speed bumps on them. So, on 11th Street where do you stop? Do you put them on "O" Street, do you put them on "A" Street? I don't think that's probably a good idea, in my opinion."

Mayor Alan Zavodny said, "I don't love it either."

Council member Bruce Meysenburg said, "We've got other issues. I don't know if we can start by putting stop signs on 11th Street on the corners. I see that they installed the ones on "L" Street. I don't know if we want to become the town with speed bumps."

Mayor Alan Zavodny said, "We have enough built-in ones with our dips."

Council member Kevin Woita said, "I thought that our objective was to slow the traffic down and safety for the kids. I told a friend about this on Thursday after our meeting because he travels 11th Street and then on Monday, he notified me that he got passed going down 11th Street. That's ridiculous. I'm not pointing at you (Sheriff Tom Dion) but we've got people speeding down that street to pass is ridiculous."

Sheriff Tom Dion said, "I can't say that I'm on 11th Street all the time, but I try to patrol the town quite a bit during the day."

Council member Bruce Meysenburg said, "Do you have any idea how many tickets have been issued on 11th Street for speeding?"

Sheriff Tom Dion said, "It all depends on the area. A lot of times they happen more toward the railroad tracks because once you get to the homes they typically slow down."

Council member Kevin Woita said, "In your opinion, are stop signs going to be the solution?"

Sheriff Tom Dion said, "East and west or north and south?"

Council member Jessica Miller said, "I think north and south needs some. Going from the railroad tracks to the north is where most of the speeding and the passing occurs."

Council member Bruce Meysenburg said, "If we're going to put up stop signs on the corners, we're going to have to put up orange flags to get the people to see that they are there."

Mayor Alan Zavodny said, "We did that when we put them up by Hartman's too."

Council member Jessica Miller said, "If you notice, most of the stop signs are from the railroad tracks to the south. It seems like every two blocks there is a stop sign, going north and south."

Mayor Alan Zavodny said, "11th Street has become one of the thoroughfares through town because there aren't any stop signs. I drive that street a lot. I've never had those experiences of being passed."

Council member Jessica Miller said, "I think that one intersection becomes a four-way stop to slow down the traffic there, but I was also thinking in looking at that road, the only other intersection that could possibly work as a four-way stop is "H" Street. Put four-way stop signs on the intersections of "L" Street and "H" Street."

Mayor Alan Zavodny said, "Well, you have several options. I would say that my least favorite option is speed bumps. I don't think that's probably a great idea. We could make it a priority to look at some enforcement there. I'm not opposed to a four-way stop. It's just additional safety and it's another tool in our toolbox to try to get people to slow down."

Council member Tom Kobus made a motion to approve all-way stop signs on 11th & "H" Street and 11th & "L" Street instead of the speed bumps on 11th 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: Absent, Kevin Woita: Yea
Yea: 5, Nay: 0, Absent: 1

Mayor Zavodny stated that the next agenda item was consideration of the health insurance proposal from LIGHT (League Insurance Government Health Team).

Ryan Ruth of First State Insurance introduced himself and said, "So, this was sprung on us maybe sixty days ago. We did our best to scramble and get a census submitted and we got back rates. The plans don't exactly match where the city is right now. So, where the city currently is the premium is cheaper than probably the most comparable plan. However, with the way that the HSA is structured, that could be less of an HSA benefit that could be paid by the city. Tami, did you run some comparisons?"

Interim Administrator/City Clerk Tami Comte said, "Yes. I did a spreadsheet."

Ryan Ruth of First State Insurance said, "I think the way they are right now is still less, is that correct? Unless we increase the deductible to a higher deductible plan, that would be the only spot where the city could save any dollars. The one thing to consider though is that this would be a July 1st renewal and so you'd be locking this rate in for twelve months, where right now you're locked in for another six months on the current rate. That would be one thing to consider changing the HSA contribution would be the other thing. I think that Option 2 was the one that we thought was most comparable to where they currently are. That's kind of a few of the options out there. These are good for ninety days so we wouldn't necessarily have to move on July 1st which, honestly, if you voted on that tonight, we could get it done but it's going to be internal with Blue Cross but it's going to take time to get ID cards issued and we'd try to make it as smooth as possible but there could be some bumps in the road. We just wouldn't have the cards by July 1st and then with the holiday you'd be talking the 2nd week in July probably at best and it might be the 3rd week in July."

Mayor Alan Zavodny said, "At the risk of totally throwing a wet blanket over this, I don't even think we can talk about it. We've given notice to the Union about renegotiations and certainly insurance will be a part of the discussion, so we are not able to make any changes to our insurance based on the current agreement with the Union. I don't make the rules, I just tell you what they are. I think that's where we are at. I think when we go and negotiate, we should talk about it. There are some other things that I'd like to look at too. We're in a position now and we've been told in the past and I won't make you say it, so I'll say it – we don't have the healthiest group. That's just a fact. There has to be some cost savings in looking at options with partially self-insuring. What is the target percentage that you want to do? Because I have concerns about how we're structured right now that there are some haves and there are some real have nots of our employees and I think that we need to even that out a little bit. While this is helpful for information purposes, it's going to have to be part of the negotiation. So, I think that is where we are."

Council member Bruce Meysenburg introduced Ordinance No. 1402 authorizing the issuance of General Obligation Bond Anticipation Notes, Series 2022B, for the purpose of providing interim financing for Street Improvement Districts 2022-2 and 2022-3. Mayor Zavodny read Ordinance 1402 by title. Council member Bruce Meysenburg made a motion to suspend the statutory requirement that an Ordinance be read on three separate days. Council Member Pat Meysenburg seconded the motion. The motion carried.

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

Council member Bruce Meysenburg made a motion to pass and adopt Ordinance No. 1402 on third and final reading Authorizing the issuance of General Obligation Bond Anticipation Notes, Series 2022B, for the purpose of providing interim financing for Street Improvement Districts 2022-2 and 2022-3. Council Member Pat Meysenburg seconded the motion. The motion carried.

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

ORDINANCE NO. 1402

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF BOND ANTICIPATION NOTES, SERIES 2022B, OF THE CITY OF DAVID CITY, NEBRASKA, OF THE PRINCIPAL AMOUNT OF NOT TO EXCEED SEVEN HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$775,000) FOR THE PURPOSE OF PROVIDING INTERIM FINANCING FOR THE COSTS OF CONSTRUCTING IMPROVEMENTS IN STREET IMPROVEMENT DISTRICT NO. 2022-2 AND STREET IMPROVEMENT DISTRICT NO. 2022-3, PENDING THE ISSUANCE OF PERMANENT GENERAL OBLIGATION BONDS AND PAYING COSTS OF ISSUANCE; PRESCRIBING THE FORM OF SAID NOTES; AGREEING TO ISSUE GENERAL OBLIGATION BONDS TO PAY THE NOTES AT MATURITY OR TO PAY THE NOTES FROM OTHER AVAILABLE FUNDS; AUTHORIZING OFFICERS OF THE CITY TO MAKE ARRANGEMENTS FOR THE SALE OF THE NOTES AND TO DESIGNATE THE FINAL TERMS, RATES AND MATURITY SCHEDULE FOR SAID NOTES WITHIN STATED PARAMETERS; AUTHORIZING OFFICERS OF THE CITY TO MAKE ARRANGEMENTS FOR THE SALE OF THE NOTES; AND PROVIDING FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

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

Section 1. The Mayor and City Council hereby find and determine that the City of David City, Nebraska (the "City") has by ordinance created Street Improvement District No. 2022-2 and Street Improvement District 2022-3; that the City is authorized to construct improvements in said districts (the "Project"); that for the purposes of paying the costs of the Project the City is authorized to issue temporary financing pursuant to Section 17-516, R.R.S. Neb. 2012, as amended; that the City has contracted or is about to contract for the Project; that the estimated cost for work and other related costs in said district requiring financings as described above is not less than \$775,000.

Section 2. The Mayor and Council further find and determine that it is therefore necessary and advisable that the City issue its notes pending permanent financing pursuant to Sections 18-1801 and 18-1802, R.R.S. Neb. 2012, as amended; that pursuant to Section 10-137, R.R.S. Neb. 2012, the City is authorized to issue notes for the purpose of providing temporary financing for the costs of the Project and to pay the cost of issuing the notes herein authorized; that all conditions, acts and things required by law to exist or to be done precedent to the issuance of bond anticipation notes in the aggregate amount of not to exceed \$775,000 to pay such total estimated costs in said district do exist and have been done as required by law.

Section 3. For the purpose of providing interim financing for the purposes as set out in Section 1 pending the issuance of permanent general obligation various purpose bonds by the City, there shall be and there are hereby ordered issued bond anticipation notes of the City of David City, Nebraska, to be known as Bond Anticipation Notes, Series 2022B (the "Notes"), of the aggregate principal amount of not to exceed Seven Hundred Seventy-Five Thousand Dollars (\$775,000), with said notes to become due no later than three years from the date of original issue, provided, that the Notes shall mature on such dates and in such amounts and bear interest at such rates per annum as shall be determined in a written designation (the "Designation") signed by the Mayor or the City Treasurer (each, an "Authorized Officer") on behalf of the City, which Designation may also determine or modify the principal amount or maturity date of the Notes, mandatory redemption provisions (if any) and pricing terms as set forth in Section 9 hereof, all within the following limitations:

- (a) the aggregate principal amount of the Notes shall not exceed \$775,000; and
- (b) the true interest cost on the Notes shall not exceed 4.50%;

The Authorized Officers are hereby authorized to make such determinations on behalf of the City and to evidence the same by execution and delivery of the Designation and such determinations shall constitute the action of the Mayor and Council without further action of the Mayor and Council.

The Notes shall be issued in fully registered form in the denomination of \$5,000 or any integral multiple thereof. The date of original issue for the Notes shall be the date of delivery thereof. Interest on the Notes shall be payable semiannually on January 15 and July 15 of each year commencing January 15, 2023 (or such other date or dates as provided in the Designation, each of said dates an "Interest Payment Date"), and the Notes shall bear such interest from the date of original issue or the most recent Interest Payment Date to which interest has been paid or provided for, whichever is later. The interest due on each Interest Payment Date shall be payable to the registered owners of record as of the close of business on the fifteenth day immediately preceding such Interest Payment Date (the "Record Date"), subject to the provisions of Section 5 hereof. The Notes shall be numbered from 1 upwards in the order of their issuance. The initial numbering and principal amounts for each of the Notes shall be designated by the City Treasurer as directed by the initial purchaser thereof. Payments of interest due on the Notes prior to maturity or early redemption shall be made by the Paying Agent and Registrar, as designated pursuant to Section 4 hereof, by mailing a check or draft in the amount due for such interest on each Interest Payment Date to the registered owner of each Note, as of the Record Date for such Interest Payment Date, to such owner's registered address as shown on the books of registration as required to be maintained in Section 4 hereof. Payments of principal due at maturity or at any date fixed for redemption prior to maturity, together with any unpaid interest accrued thereon, shall be made by said Paying Agent and Registrar to the registered owners upon presentation and surrender of the Notes to said Paying Agent and Registrar. The City and said Paying Agent and Registrar may treat the registered owner of any Note as the absolute owner of such Note for the purpose of making payments thereon and for all other purposes and neither the City nor the Paying Agent and Registrar shall be affected by any notice or knowledge to the contrary, whether such Note or any installment of interest due thereon shall be overdue or not. All payments on account of interest or principal made to the registered owner of any Note in accordance with the terms of this ordinance shall be valid and effectual and shall be a discharge of the City and said Paying Agent and Registrar, in respect of the liability upon the Notes or claims for interest to the extent of the sum or sums so paid.

Section 4. Unless otherwise provided in the Designation, BOKF, National Association, in Lincoln, Nebraska, is hereby designated as Paying Agent and Registrar for the Notes. The City reserves the right in the discretion of the Mayor and Council to appoint a bank or trust company as successor to the City Treasurer in the capacity of Paying Agent and Registrar under the terms of an agreement to be approved at the time of any such designation. The Paying Agent and Registrar shall keep and maintain for the City books for the registration and transfer of the Notes. The names and registered addresses of the registered owner or owners of the Notes shall at all times be recorded in such books. Any Note may be transferred pursuant to its provisions by said Paying Agent and Registrar by surrender of such Note for cancellation, accompanied by a written instrument of transfer, in form satisfactory to said Paying Agent and Registrar, duly executed by the registered owner in person or by his duly authorized agent, and thereupon the Paying Agent and Registrar on behalf of the City will deliver (or send by registered mail to the transferee owner or owners thereof at such transferee owner's or owners' risk and expense), registered in the name of such transferee owner or owners, a new Note or Notes of the same series, interest rate, aggregate principal amount and maturity. To the extent of the denominations authorized for the Notes by this ordinance, one Note may be transferred for several such Notes of the same series, interest rate and maturity, and for a like aggregate principal amount, and several such Notes may be transferred for one or several such

Notes, respectively of the same series, interest rate and maturity and for a like aggregate principal amount. In every case of transfer of a Note, the surrendered Note shall be canceled and destroyed. All Notes issued upon transfer of the Notes so surrendered shall be valid obligations of the City evidencing the same obligations as the Notes surrendered and shall be entitled to all the benefits and protection of this ordinance to the same extent as the Notes upon transfer of which they were delivered. The City and said Paying Agent and Registrar shall not be required to transfer any Note during any period from any Record Date until its immediately following interest payment date or to transfer any Note called for redemption for a period of 30 days next preceding the date fixed for redemption.

Section 5. In the event that payments of interest due on the Notes on an Interest Payment Date are not timely made, such interest shall cease to be payable to the registered owners as of the Record Date for such Interest Payment Date and shall be payable to the registered owners of the Notes as of a special date of record for payment of such defaulted interest as shall be designated by the Paying Agent and Registrar whenever monies for the purpose of paying such defaulted interest become available.

Section 6. If the date for payment of the principal of or interest on the Notes shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City of David City, Nebraska, are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

Section 7. Unless otherwise provided in the Designation, the Notes of this issue shall be subject to redemption, in whole or in part, prior to maturity at the option of the City at any time on or after the date that is one year from the date of original issue, at par plus accrued interest on the principal amount redeemed to the date fixed for redemption. The City may select the Notes to be redeemed in its sole discretion, but Notes shall be redeemed only in amounts of \$5,000 or integral multiples thereof. Notes redeemed in part only shall be surrendered to the Paying Agent and Registrar in exchange for new Notes evidencing the unredeemed principal thereof. Notice of redemption of any Note called for redemption shall be given at the direction of the City by the Paying Agent and Registrar by mail not less than thirty days prior to the date fixed for redemption, first class, postage prepaid, sent to the registered owner of such Note at such owner's registered address. Such notice shall designate the Note or Notes to be redeemed by number, the date of original issue and the date fixed for redemption and shall state that such Note or Notes are to be presented for prepayment at the office of the Paying Agent and Registrar. In case of any Note partially redeemed, such notice shall specify the portion of the principal amount of such Note to be redeemed. No defect in the mailing of notice for any Note shall affect the sufficiency of the proceedings of the City designating the Notes called for redemption or the effectiveness of such call for Notes for which notice by mail has been properly given and the City shall have the right to further direct notice of redemption for any such Note for which defective notice has been given

Section 8. Said notes shall be substantially in the following form:

UNITED STATES OF AMERICA
STATE OF NEBRASKA
COUNTY OF BUTLER

BOND ANTICIPATION NOTE
OF THE CITY OF DAVID CITY, NEBRASKA
SERIES 2022B

No. R-1

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
%	_____, 2025	_____, 2022	

Registered Owner: Cede & Co.

Principal Amount:

KNOW ALL PERSONS BY THESE PRESENTS: That the City of David City, in the County of Butler, in the State of Nebraska (the "City"), hereby acknowledges itself to owe and for value received promises to pay to the registered owner shown above and as shown on the registration books of the City on the maturity date shown above, the principal amount shown above in lawful money of the United States of America with interest thereon from the date of original issue shown above to maturity or earlier redemption, at the rate per annum shown above, payable semiannually on _____ and _____ of each year, commencing _____. The principal of this note and any interest due upon maturity or earlier call for redemption is payable at the office of the BOKF, National Association, in Lincoln, Nebraska, as Paying Agent and Registrar, upon presentation and surrender of the note when due or when called for payment prior to maturity. The payment of interest hereon, falling due prior to maturity or call for redemption, shall be made by the Paying Agent and Registrar to the registered owner by mailing payment to the address of such registered owner hereof as such address shall appear on the note register maintained by said Paying Agent and Registrar, as of the close of business on the fifteenth day prior to each Interest Payment Date, to such owner's address as shown on such books and records (the "Record Date"). Any interest not so timely paid shall cease to be payable to the person entitled thereto as of the Record Date such interest was payable, and shall be payable to the person who is the registered owner of this bond (or of one or more predecessor bonds hereto) on such special record date for payment of such defaulted interest as shall be fixed by the Paying Agent and Registrar whenever monies for such purpose become available.

This note is redeemable at the option of the City prior to maturity anytime on or after _____, 2023 at par and accrued interest to date fixed for redemption. Notice of call of any note for redemption prior to maturity shall be sufficient if given in writing and mailed by first class mail, postage prepaid, to the registered owner at the address shown on the note register not less than thirty days prior to the date fixed for redemption.

This note is one of an issue of notes numbered from 1 upwards in order of issuance, of the total principal amount of _____ Dollars (\$_____) in the denomination of \$5,000 or integral multiples thereof, of even date and like tenor herewith, issued by the City of David City for the purpose of providing interim financing for the costs of constructing improvements in Street Improvement District No. 2022-2 and Street Improvement

District 2022-3, pending the issuance of permanent general obligation various purpose bonds and paying costs of issuance. The issuance of this note and the other notes of this issue has been lawfully authorized by ordinance duly passed, signed and published by the Mayor and City Council of said City in strict compliance with Sections 17-516 and 10-137, Reissue Revised Statutes of Nebraska, 2012, and all other applicable laws.

The City agrees that the principal and interest of this note shall be payable from the proceeds of the issuance and sale of its general obligation bonds, the issuance and sale of its bond anticipation notes, or from other monies of the City lawfully available for such purposes.

The City reserves the right to issue additional Bond Anticipation Notes for the purpose of paying the balance of the costs of the projects financed in part by this issue of notes or of other improvement projects of the City, for the purpose of refunding the notes of this issue at or prior to maturity and for the purpose of paying for additional improvements for the City. The ordinance under which these notes are issued constitutes an irrevocable contract between the City and the holders of all of said notes and said contract cannot be changed or altered without the written consent of the holders of seventy-five percent (75%) in principal amount of the notes of this series then outstanding.

AS PROVIDED IN THE ORDINANCE REFERRED TO HEREIN, UNTIL THE TERMINATION OF THE SYSTEM OF BOOK-ENTRY-ONLY TRANSFERS THROUGH THE DEPOSITORY TRUST COMPANY, NEW YORK, NEW YORK (TOGETHER WITH ANY SUCCESSOR SECURITIES DEPOSITORY APPOINTED PURSUANT TO THE ORDINANCE, "DTC"), AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THE ORDINANCE TO THE CONTRARY, A PORTION OF THE PRINCIPAL AMOUNT OF THIS NOTE MAY BE PAID OR REDEEMED WITHOUT SURRENDER HEREOF TO THE REGISTRAR. DTC OR A NOMINEE, TRANSFEREE OR ASSIGNEE OF DTC OF THIS NOTE MAY NOT RELY UPON THE PRINCIPAL AMOUNT INDICATED HEREON AS THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID. THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID SHALL FOR ALL PURPOSES BE THE AMOUNT DETERMINED IN THE MANNER PROVIDED IN THE ORDINANCE.

UNLESS THIS NOTE IS PRESENTED BY AN AUTHORIZED OFFICER OF DTC (A) TO THE REGISTRAR FOR REGISTRATION OF TRANSFER OR EXCHANGE OR (B) TO THE REGISTRAR FOR PAYMENT OF PRINCIPAL, AND ANY NOTE ISSUED IN REPLACEMENT HEREOF OR SUBSTITUTION HEREFOR IS REGISTERED IN THE NAME OF DTC AND ANY PAYMENT IS MADE TO DTC OR ITS NOMINEE, ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL BECAUSE ONLY THE REGISTERED OWNER HEREOF, DTC OR ITS NOMINEE, HAS AN INTEREST HEREIN.

IT IS HEREBY CERTIFIED AND WARRANTED that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this note did exist, did happen and were done and performed in regular and due form and time as provided by law.

IN WITNESS WHEREOF the Mayor and Council of the City of David City, Nebraska, have caused this note to be executed on behalf of the City with the manual or facsimile signatures of the Mayor and the City Clerk and by causing the official seal of the City to be impressed or imprinted hereon, all as of the date of original issue specified above.

CITY OF DAVID CITY, NEBRASKA

Mayor

ATTEST:

City Clerk

(SEAL)

CERTIFICATE OF AUTHENTICATION

This note is one of the notes of the issue designated therein and issued under the provisions of the ordinance authorizing said issue.

BOKF, NATIONAL ASSOCIATION
LINCOLN, NEBRASKA
Paying Agent and Registrar

(Form of Assignment)

For value received _____
hereby sells, assigns and transfers unto _____ the within mentioned note and
hereby irrevocably constitutes and appoints _____, attorney, to
transfer the same on the books of registration in the office of the within-in mentioned Paying
Agent and Registrar with full power of substitution in the premises.

Dated: _____

Registered Owner(s)

Witness: _____

Note: The signature of this assignment must correspond with the name as written on the face of the within-mentioned note in every particular, without alteration, enlargement or any change whatsoever.

Section 9. Each of the Notes shall be executed on behalf of the City with the manual or facsimile signatures of the Mayor and the City Clerk and shall have imprinted thereon the City's seal. The Notes shall be issued initially as "book-entry-only" notes using the services of The Depository Trust Company (DTC), with one typewritten note certificate per maturity being issued to DTC. In such connection, said officers are authorized to execute and deliver a Letter of Representations in the form required by DTC, for and on behalf of the City, which shall thereafter govern matters with respect to registration, transfer, payment and redemption of the Notes. Upon the issuance of the Notes as "book-entry-only" notes, the following provisions shall apply:

(a) The City and the Paying Agent and Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which the Depository holds Notes as securities depository (each, a "Note Participant") or to any person who is an actual purchaser of a Note from a Note Participant while the Notes are in book-entry form (each, a "Beneficial Owner") with respect to the following:

(i) the accuracy of the records of the Depository, any nominees of the Depository or any Note Participant with respect to any ownership interest in the Notes,

(ii) the delivery to any Note Participant, any Beneficial Owner or any other person, other than the Depository, of any notice with respect to the Notes, including any notice of redemption, or

(iii) the payment to any Note Participant, any Beneficial Owner or any other person, other than the Depository, of any amount with respect to the Notes.

The Paying Agent and Registrar shall make payments with respect to the Notes only to or upon the order of the Depository or its nominee, and all such payments shall be valid and effective fully to satisfy and discharge the obligations with respect to such Notes to the extent of the sum or sums so paid. No person other than the Depository shall receive an authenticated Note.

(b) Upon receipt by the Paying Agent and Registrar of written notice from the Depository to the effect that the Depository is unable or unwilling to discharge its responsibilities, the Paying Agent and Registrar shall issue, transfer and exchange Notes requested by the Depository in appropriate amounts. Whenever the Depository requests the Paying Agent and Registrar to do so, the Paying Agent and Registrar will cooperate with the Depository in taking appropriate action after reasonable notice (i) to arrange, with the prior written consent of the City, for a substitute depository willing and able upon reasonable and customary terms to maintain custody of the Notes or (ii) to make available Notes registered in whatever name or names the Beneficial Owners transferring or exchanging such Notes shall designate.

(c) If the City determines that it is desirable that certificates representing the Notes be delivered to the Note Participants and/or Beneficial Owners of the Notes and so notifies the Paying Agent and Registrar in writing, the Paying Agent and Registrar shall so notify the Depository, whereupon the Depository will notify the Note Participants of the availability through the Depository of note certificates representing the Notes. In such event, the Paying Agent and Registrar shall issue, transfer and exchange note certificates representing the Notes as requested by the Depository in appropriate amounts and in authorized denominations.

(d) Notwithstanding any other provision of this Ordinance to the contrary, so long as any Note is registered in the name of the Depository or any nominee thereof, all payments with

respect to such Note and all notices with respect to such Note shall be made and given, respectively, to the Depository as provided in the Letter of Representations.

(e) Registered ownership of the Notes may be transferred on the books of registration maintained by the Paying Agent and Registrar, and the Notes may be delivered in physical form to the following:

(i) any successor securities depository or its nominee; or

(ii) any person, upon (A) the resignation of the Depository from its functions as depository or (B) termination of the use of the Depository pursuant to this Section.

(f) In the event of any partial redemption of a Note unless and until such partially redeemed Note has been replaced in accordance with the provisions of Section 3 of this ordinance, the books and records of the Paying Agent and Registrar shall govern and establish the principal amount of such Note as is then outstanding and all of the Notes issued to the Depository or its nominee shall contain a legend to such effect.

If for any reason the Depository resigns and is not replaced, the City shall immediately provide a supply of printed note certificates for issuance upon the transfers from the Depository and subsequent transfers or in the event of partial redemption. In the event that such supply of certificates shall be insufficient to meet the requirements of the Paying Agent and Registrar for issuance of replacement Notes upon transfer or partial redemption, the City agrees to order printed an additional supply of certificates and to direct their execution by manual or facsimile signature of its then duly qualified and acting Mayor and City Clerk of such City. In case any officer whose signature or facsimile thereof shall appear on any Note shall cease to be such officer before the delivery of such Note (including any note certificates delivered to the Paying Agent and Registrar for issuance upon transfer or partial redemption), such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if such officer or officers had remained in office until the delivery of such Note. The Notes shall not be valid and binding on the City until authenticated by the Paying Agent and Registrar. The City Treasurer shall cause the Notes to be delivered to the Paying Agent and Registrar for registration and authentication. Upon execution, registration and authentication of the Notes, they shall be delivered to the City Treasurer, who is authorized to deliver them to D.A. Davidson & Co., as the initial purchaser thereof, upon receipt of not less than 98.00% of the principal amount of the Notes plus accrued interest thereon to date of payment for the Notes all as shall be stated in the Designation. Said initial purchaser shall have the right to direct the registration of the Notes and the denominations thereof within each maturity, subject to the restrictions of this Ordinance. Any of the Authorized Officers of the City are hereby authorized to approve, execute, and deliver a Note Purchase Agreement for and on behalf of the City. Such purchaser and its agents, representatives and counsel (including its bond counsel) are hereby authorized to take such actions on behalf of the City as are necessary to effectuate the closing of the issuance and sale of the Notes, including, without limitation, authorizing the release of the Notes at closing.

Section 10. The City covenants and agrees to take all steps necessary for the completion of the Project described in Section 1 hereof in a manner to allow it to issue and sell its various purpose bonds or other bonds. The City further covenants and agrees to issue and sell its various purpose bonds or other bonds in a sufficient amount and at such times as will enable it to take up and pay off the Notes herein ordered issued, both principal and interest, at or prior to maturity, or from other sources.

Section 11. The City hereby reserves the right to issue additional bond anticipation notes for the purpose of paying the balance of the cost of the projects of the City set out in Section 1 hereof, for the purpose of refunding the Notes herein ordered issued at or prior to maturity and for the purpose of paying for additional improvements for the City.

Section 12. The City Clerk shall make and certify a complete transcript of the proceedings had and done by said City precedent to the issuance of said Notes, a copy of which shall be delivered to the initial purchaser of the Notes. After being executed by the Mayor and Clerk said Notes shall be delivered to the City Treasurer who shall be responsible therefor under her official bond. The City Treasurer is authorized and directed to deliver said Notes to the purchaser upon receipt of payment of the purchase price in accordance with the contract of the City with said purchaser.

Section 13. The City hereby covenants to the purchasers and holders of the Notes hereby authorized that it will make no use of the proceeds of said Note issue, including monies held in any sinking fund for the Notes, which would cause the Notes to be arbitrage bonds within the meaning of Sections 103(b) and 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and further covenants to comply with said Sections 103(b) and 148 and all applicable regulations thereunder throughout the term of said issue. The City hereby covenants and agrees to take all actions necessary under the Code to maintain the tax exempt status (as to taxpayers generally) of interest payable on the Notes, including reporting and payment of rebate amounts under Section 148 of the Code if and to the extent required. The City hereby designates the Notes as its "qualified tax-exempt obligations" pursuant to Section 265(b)(3)(B)(i)(III) of the Code and covenants and warrants that it does not reasonably expect to issue tax-exempt bonds or other tax-exempt interest-bearing obligations aggregating in principal amount more than \$10,000,000 during calendar 2022 (taking into consideration the exception for current refunding issues).

Section 14. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

Section 15. Each of the Authorized Officers is hereby authorized to approve, on behalf of the City, an official statement (which may include preliminary and final) relating to the Notes. Such official statement shall be delivered in accordance with applicable securities laws.

Section 16. In order to promote compliance with certain federal tax and securities laws relating to the Notes herein authorized (as well as other outstanding bonds) the policy and procedures attached hereto as Exhibit "A" (the "Tax-Exempt Financing Compliance Procedure") are hereby adopted and approved in all respects. To the extent that there is any inconsistency between the attached Tax-Exempt Financing Compliance Procedure and any similar policy or procedures previously adopted and approved, the Tax-Exempt Financing Compliance Procedure shall control.

Section 17. This Ordinance shall be published in pamphlet form as provided by law. This Ordinance shall take effect immediately upon its publication in pamphlet form.

PASSED AND APPROVED this 22nd day of June, 2022

City Clerk

Mayor

[SEAL]

Policy and Procedures
Federal Tax Law and Disclosure Requirements for
Tax-exempt Bonds and/or Tax Advantaged Bonds

ISSUER NAME: The City of David City, in the State of Nebraska
COMPLIANCE OFFICER (BY TITLE): City Treasurer

POLICY

It is the policy of the Issuer identified above (the "Issuer") to comply with all Federal tax requirements and securities law continuing disclosure obligations for its obligations issued as tax-exempt bonds (or as tax credit, direct pay subsidy or other tax-advantaged bonds, as applicable) to ensure, as applicable (a) that interest on its tax-exempt bonds remains exempt from Federal income tax, (b) that the direct payments or tax credits associated with its bonds issued as tax advantaged bonds are received in a timely manner and (c) compliance with any continuing disclosure obligations of the Issuer with respect to its outstanding bonds.

PROCEDURES

Compliance Officer. Review of compliance with Federal tax requirements and securities law continuing disclosure obligations as generally outlined below shall be conducted by the Compliance Officer identified above (the "Compliance Officer"). To the extent more than one person has been delegated specific responsibilities, the Compliance Officer shall be responsible for ensuring coordination of all compliance review efforts.

Training. The Compliance Officer shall evaluate and review educational resources regarding post-issuance compliance with Federal tax and securities laws, including periodic review of resources published for issuers of tax-exempt obligations by the Internal Revenue Service (either on its website at <http://www.irs.gov/taxexemptbond>, or elsewhere) and the Municipal Securities Rulemaking Board (either on its Electronic Municipal Market Access website ["EMMA"] at <http://www.emma.msrb.org>, or elsewhere).

Compliance Review. A compliance review shall be conducted at least annually by or at the direction of the Compliance Officer. The review shall occur at the time the Issuer's annual audit takes place, unless the Compliance Officer otherwise specifically determines a different time period or frequency of review would be more appropriate.

Scope of Review.

Document Review. At the compliance review, the following documents (the "Bond Documents") shall be reviewed for general compliance with covenants and agreements and applicable regulations with respect to each outstanding bond issue:

- (a) the resolution(s) and/or ordinance(s), as applicable, adopted by the governing body of the Issuer authorizing the issuance of its outstanding bonds, together with any documents setting the final rates and terms of such bonds (the "Authorizing Proceedings"),
- (b) the tax documentation associated with each bond issue, which may include some or all of the following (the "Tax Documents"):

- (i) covenants, certifications and expectations regarding Federal tax requirements which are described in the Authorizing Proceedings;
 - (ii) Form 8038 series filed with the Internal Revenue Service;
 - (iii) tax certificates, tax compliance agreements, tax regulatory agreement or similar documents;
 - (iv) covenants, agreements, instructions or memoranda with respect to rebate or private use;
 - (v) any reports from rebate analysts received as a result of prior compliance review or evaluation efforts; and
 - (vi) any and all other agreements, certificates and documents contained in the transcript associated with the Authorizing Proceedings relating to federal tax matters.
- (c) the Issuer's continuing disclosure obligations, if any, contained in the Authorizing Proceedings or in a separate agreement (the "Continuing Disclosure Obligations"), and
- (d) any communications or other materials received by the Issuer or its counsel, from bond counsel, the underwriter or placement agent or its counsel, the IRS, or any other material correspondence relating to the tax-exempt status of the Issuer's bonds or relating to the Issuer's Continuing Disclosure Obligations.

Use and Timely Expenditure of Bond Proceeds. Expenditure of bond proceeds shall be reviewed by the Compliance Officer to ensure (a) such proceeds are spent for the purpose stated in the Authorizing Proceedings and as described in the Tax Documents and (b) that the proceeds, together with investment earnings on such proceeds, are spent within the timeframes described in the Tax Documents, and (c) that any mandatory redemptions from excess bond proceeds are timely made if required under the Authorizing Proceedings and Tax Documents.

Arbitrage Yield Restrictions and Rebate Matters. The Tax Documents shall be reviewed by the Compliance Officer to ensure compliance with any applicable yield restriction requirements under Section 148(a) of the Internal Revenue Code (the "Code") and timely calculation and payment of any rebate and the filing of any associated returns pursuant to Section 148(f) of the Code. A qualified rebate analyst shall be engaged as appropriate or as may be required under the Tax Documents.

Use of Bond Financed Property. Expectations and covenants contained in the Bond Documents regarding private use shall be reviewed by the Compliance Officer to ensure compliance. Bond-financed properties shall be clearly identified (by mapping or other reasonable means). Prior to execution, the Compliance Officer (and bond counsel, if deemed appropriate by the Compliance Officer) shall review (a) all proposed leases, contracts related to operation or management of bond-financed property, sponsored research agreements, take-or-pay contracts or other agreements or arrangements or proposed uses which have the potential to give any entity any special legal entitlement to the bond-financed property, (b) all proposed agreements which would result in disposal of any bond-financed property, and (c) all proposed uses of bond-financed property which were not anticipated at the time the bonds were issued. Such actions could be prohibited by the Authorizing Proceedings, the Tax Documents or Federal tax law.

Continuing Disclosure. Compliance with the Continuing Disclosure Obligations with respect to each bond issue shall be evaluated (a) to ensure timely compliance with any annual disclosure requirement, and (b) to ensure that any material events have been properly disclosed as required by the Continuing Disclosure Obligation.

Record Keeping. If not otherwise specified in the Bond Documents, all records related to each bond issue shall be kept for the life of the indebtedness associated with such bond issue (including all tax-exempt refundings) plus six (6) years.

Incorporation of Tax Documents. The requirements, agreements and procedures set forth in the Tax Documents, now or hereafter in existence, are hereby incorporated into these procedures by this reference and are adopted as procedures of the Issuer with respect to the series of bonds to which such Tax Documents relate.

Consultation Regarding Questions or Concerns. Any questions or concerns which arise as a result of any review by the Compliance Officer shall be raised by the Compliance Officer with the Issuer's counsel or with bond counsel to determine whether non-compliance exists and what measures should be taken with respect to any non-compliance.

VCAP and Remedial Actions. The Issuer is aware of (a) the Voluntary Closing Agreement Program (known as "VCAP") operated by the Internal Revenue Service which allows issuers under certain circumstances to voluntarily enter into a closing agreement in the event of certain non-compliance with Federal tax requirements and (b) the remedial actions available to issuers of certain bonds under Section 1.141-12 of the Income Tax Regulations for private use of bond financed property which was not expected at the time the bonds were issued.

Mayor Zavodny stated that the next item on the agenda was consideration of an agreement with Olsson for an Akrs/AGP/Timpte development site topographic survey.

Council member Pat Meysenburg made a motion to approve an agreement with Olsson for an Akrs/AGP/Timpte Development Site Topographic Survey. Council Member Tom Kobus seconded the motion. The motion carried.

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

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LETTER AGREEMENT FOR PROFESSIONAL SERVICES

June 29, 2022

Mayor and City Council
City of David City, NE
557 North 4th Street
David City, NE 68632
Attn: Tami Comte

Re: **LETTER AGREEMENT FOR PROFESSIONAL SERVICES**
AKRS/AGP/Timpte Development Site Topographic Survey (the "Project")
David City, NE

Dear Mayor and City Council:

It is our understanding that the City of David City, NE ("Client") requests Olsson, Inc. ("Olsson") to perform the services described herein pursuant to the terms of this Letter Agreement for Professional Services, Olsson's General Provisions and any exhibits attached hereto (all documents constitute and are referred to herein as the "Agreement") for the Project.

Olsson has acquainted itself with the information provided by Client relative to the Project and based upon such information offers to provide the services described below for the Project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property. Client acknowledges that it has reviewed the General Provisions and any exhibits attached hereto, which are expressly made a part of and incorporated into the Agreement by this reference. In the event of any conflict or inconsistency between this Letter Agreement, and the General Provisions regarding the services to be performed by Olsson, the terms of the General Provisions shall take precedence.

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

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

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date: Within 10 Days of Signed Agreement
Anticipated Completion Date: Within 45 Days of Start Date

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

Client shall pay to Olsson for the performance of the Scope of Services a lump sum fee of **Twenty Four Thousand, Six Hundred Dollars (\$24,600.00)**. Olsson's reimbursable expenses for this Project are included in the lump sum fee. Olsson shall submit invoices monthly and payment is due within 30 calendar days of invoice date.

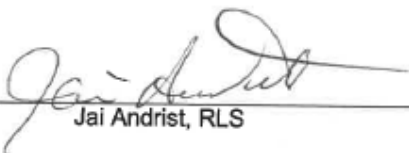
TERMS AND CONDITIONS OF SERVICE

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client's designated Project Representative shall be Dana "Skip" Trowbridge.

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain one original for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

OLSSON, INC.

By  _____
Jai Andrist, RLS

By  _____
David Ziska, PE

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept the terms set forth herein, please sign:

CITY OF DAVID CITY, NE

By _____
Signature

Print Name _____

Title _____

Dated _____

Attachments

General Provisions
Scope of Services

GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated 06/29/22 between the City of David City, NE ("Client") and Olsson Associates, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

As used herein, the term "this Agreement" refers to these General Provisions, the applicable Letter Agreement or Master Agreement, and any other exhibits or attachments thereto as if they were part of one and the same document.

SECTION 1—OLSSON'S SCOPE OF SERVICES

Olsson's scope of services for the Project(s) is set forth in the applicable Letter Agreement or Master Agreement ("Scope of Services").

SECTION 2—ADDITIONAL SERVICES

2.1 Unless otherwise expressly included, Scope of Services does not include the categories of additional services set forth in Sections 2.2 and 2.3.

2.2 If Client and Olsson mutually agree for Olsson to perform any optional additional services as set forth in this Section 2.2 ("Optional Additional Services"), Client will provide written approval of the agreed-upon Optional Additional Services, and Olsson shall perform or obtain from others such services and will be entitled to an increase in compensation at rates provided in this Agreement. Olsson may elect not to perform all or any of the Optional Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project(s); preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from changes in the general scope, extent or character of the Project(s) or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Services resulting from the discovery of conditions or circumstances which were not contemplated by Olsson at the commencement of this Agreement. Olsson shall notify Client of the newly discovered conditions or circumstances and Client and Olsson shall renegotiate, in good faith, the compensation for this Agreement, if amended terms cannot be agreed upon, Olsson may terminate this Agreement and Olsson shall be paid for its services through the date of termination.

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

2.2.7 Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate schedules; earnings or expense statements; cash flow or

economic evaluations or; feasibility studies, appraisals or valuations.

2.2.8 Furnishing the services of independent professional associates or consultants for work beyond the Scope of Services.

2.2.9 Services necessary due to the Client's award of more than one prime contract for the Project(s); services necessary due to the construction contract containing cost plus or incentive-savings provisions; services necessary in order to arrange for performance by persons other than the prime contractor; or those services necessary to administer Client's contract(s).

2.2.10 Services in connection with staking out the work of contractor(s).

2.2.11 Services during out-of-town travel or visits to the site beyond those specifically identified in this Agreement.

2.2.12 Preparation of operating and maintenance manuals.

2.2.13 Services to redesign some or all of the Project(s).

2.2.14 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding.

2.2.15 Services relating to Construction Observation, Certification, Inspection, Construction Cost Estimating, project observation, construction management, construction scheduling, construction phasing or review of Contractor's performance means or methods.

2.3 Whenever, in its sole discretion, Olsson determines additional services as set forth in this Section 2.3 are necessary to avoid a delay in the completion of the Project(s) ("Necessary Additional Services"), Olsson shall perform or obtain from others such services without waiting for specific instructions from Client, and Olsson will be entitled to an increase in compensation for such services at the standard hourly billing rate charged for those employees performing the services, plus reimbursable expenses, if any:

2.3.1 Services in connection with work directive changes and/or change orders directed by the Client to any contractors.

2.3.2 Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor(s); or evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the Project(s).

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damaged during construction, (2) a defective, inefficient or neglected work by any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any contractor.

SECTION 3—CLIENT'S RESPONSIBILITIES

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project(s); designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project(s); examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's services.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven (7) days written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges and Client will not obtain any license to any Work Product or be entitled to retain or use any Work Product pursuant to Section 7.1 unless and until Olsson has been paid in full and Client has fully satisfied all of its obligations under this Agreement.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project(s) or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused the need for additional services. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless and until Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any existing and/or required borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or equipment; appropriate professional interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or utility surveys; property descriptions; and/or zoning or deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property reasonably necessary to perform its services on the Project(s).

3.4.3 Provide such legal, accounting, independent cost estimating or insurance counseling services as may be required for the Project(s); any auditing service required in respect of contractor(s)' applications for payment; and/or any inspection services to determine if contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction unless specifically included in Olsson's Scope of Services.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project(s).

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating and interfacing the activities of the various prime contractors.

3.5 Client shall pay all costs incident to obtaining bids or proposals from contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project(s).

3.7 Contemporaneously with the execution of this Agreement, Client shall designate in writing an individual to act as its duly authorized Project(s) representative.

3.8 Client shall bear sole responsibility for:

3.8.1 Jobsite safety. Neither the professional activities of Olsson, nor the presence of Olsson or its employees or sub-consultants at the Project shall impose any duty on Olsson relating to any health or safety laws, regulations, rules, programs or procedures.

3.8.2 Notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project(s) site.

3.8.3 Providing and updating Olsson with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed Project(s) site uses, any change in Project(s) plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project(s) site.

3.9 Client releases Olsson from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others.

3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Olsson may immediately stop work in the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until

the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

3.11 Providing and assuming all responsibility for: interpretation of contract documents; Construction Observations; Certifications; Inspections; Construction Cost Estimating; project observations; construction management; construction scheduling; construction phasing; and review of Contractor's performance, means and methods. Client waives any claims against Olsson and releases Olsson from liability relating to or arising out of such services and agrees, to the fullest extent permitted by law, to indemnify and hold Olsson harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to such actions and services.

SECTION 4—MEANING OF TERMS

4.1 The "Cost of Construction" of the entire Project(s) (herein referred to as "Cost of Construction") means the total cost to Client of those portions of the entire Project(s) designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counselling or auditing services, or interest and financing charges incurred in connection with the Project(s) or the cost of other services to be provided by others to Client pursuant to Section 3.

4.2 The "Salary Costs": Used as a basis for payment mean salaries and wages (base and incentive) paid to all Olsson's personnel engaged directly on the Project(s), including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.3 "Certify" or "a Certification": If included in the Scope of Services, such services shall be limited to a statement of Olsson's opinion, to the best of Olsson's professional knowledge, information and belief, based upon its periodic observations and reasonable review of reports and tests created by Olsson or provided to Olsson. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that any certifications based upon discrete sampling observations and that such observations indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services and certification does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the

contractor(s) or any subcontractor(s). Olsson shall sign pre-printed form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.4 "Construction Cost Estimate": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work on the Project(s) will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

4.5 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.6 "Construction Observation": If included in the Scope of Services, such services during construction shall be limited to periodic visual observation and testing of the work to determine that the observed work generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of Construction Observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the contractor's safety precautions and programs nor for failure by the contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor. Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor or any subcontractor. Client, or its designees shall notify Olsson at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.

4.7 "Inspect" or "Inspection": If included in the Scope of Services, such services shall be limited to the periodic visual observation of the contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that the observed work, generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of such

observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Client, or its designees, shall notify Olsson at least twenty-four (24) hours in advance of any inspections required by the construction documents.

4.8 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the Project(s) made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the Record Documents.

SECTION 5—TERMINATION

5.1 Either party may terminate this Agreement, for cause upon giving the other party not less than seven (7) calendar days written notice of default for any of the following reasons; provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project(s) by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project(s) or Olsson's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate.

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days after receiving Olsson's final invoice, pay Olsson for all services rendered and all reimbursable costs incurred by Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.2.1 In the event of a "for cause" termination of this Agreement by Client and (a) a final determination of default is entered against Olsson under Section 6.2 and (b) Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product pursuant to Section 7.1.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably

incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Scope of Services or Optional Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of ten percent (10%) of Olsson's actual costs (including overhead) incurred.

SECTION 6—DISPUTE RESOLUTION

6.1. Mediation

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, and then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

6.2 Arbitration or Litigation

6.2.1 Olsson and Client agree that from time to time, there may be conflicts, disputes and/or disagreements between them, arising out of or relating to the services of Olsson, the Project(s), or this Agreement (hereinafter collectively referred to as "Disputes") which may not be resolved through mediation. Therefore, Olsson and Client agree that all Disputes shall be resolved by binding arbitration or litigation at the sole discretion and choice of Olsson. If Olsson chooses arbitration, the arbitration proceeding shall proceed in accordance with the Construction Industry Arbitration Rules of the AAA.

6.2.2 Client hereby agrees that Olsson shall have the right to include Client, by consolidation, joinder or other manner, in any arbitration or litigation involving Olsson and a subconsultant or subcontractor of Olsson or Olsson and any other person or entity, regardless of who originally initiated such proceedings.

6.2.3 If Olsson chooses arbitration or litigation, either may be commenced at any time prior to or after completion of the Project(s), provided that if arbitration or litigation is commenced prior to the completion of the Project(s), the obligations of the parties under the terms of this Agreement shall not be altered by reason of the arbitration or litigation being conducted. Any arbitration hearings or litigation shall take place in Lincoln, Nebraska, the location of Olsson's home office.

6.2.4 The prevailing party in any arbitration or litigation relating to any Dispute shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Dispute.

6.3 Certification of Merit

Client agrees that it will not assert any claim, including but not limited to, professional negligence, negligence, breach of contract, misconduct, error, omission, fraud, or misrepresentation ("Claim") against Olsson, or any Olsson subconsultant, unless Client has first provided Olsson with a sworn certificate of merit affidavit setting forth the factual and legal basis for such Claim (the "Certificate"). The Certificate shall be executed by an independent engineer ("Certifying Engineer") currently licensed and practicing in the jurisdiction of the Project site. The Certificate must contain: (a) the name and license number of the Certifying Engineer; (b) the qualifications of the Certifying Engineer, including a list of all publications authored in the previous 10 years and a list of all cases in which the Certifying Engineer testified within the previous 4 years; (c) a statement by the Certifying Engineer setting forth the factual basis for the Claim; (d) a statement by the Certifying Engineer of each and every act, error, or omission that the Certifying Engineer contends supports the Claim or any alleged violation of any applicable standard of care; (e) a statement by the Certifying Engineer of all opinions the Certifying Engineer holds regarding the Claim or any alleged violation of any applicable standard of care; (f) a list of every document related to the Project reviewed by the Certifying Engineer; and (g) a list of every individual who provided Certifying Engineer with any information regarding the Project. The Certificate shall be provided to Olsson not less than thirty (30) days prior to any arbitration or litigation commenced by Client or not less than ten (10) days prior to the initial response submitted by Client in any arbitration or litigation commenced by someone other than Client. The Certificate is a condition precedent to the right of Client to assert any Claim in any litigation or arbitration and Client's failure to timely provide a Certificate to Olsson will be grounds for automatic dismissal of the Claim with prejudice.

SECTION 7—MISCELLANEOUS

7.1 Reuse of Documents

All documents, including drawings, specifications, reports, boring logs, maps, field data, data, test results, information, recommendations, or opinions prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement ("Work Product"), are all Olsson's instruments of service, do not constitute goods or products, and are copyrighted works of Olsson. Olsson shall retain an ownership and property interest in such Work Product whether or not the Project(s) is completed. If Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product and Client may make and retain copies of Work Product for use in connection with the Project(s); however, such Work Product is for the exclusive use and benefit of Client or its agents in connection with the Project(s), are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project(s). Such Work Product is not intended or represented to be suitable for reuse

by Client or others on extensions of the Project(s) or on any other Project(s). Client will not distribute or convey such Work Product to any other persons or entities without Olsson's prior written consent which shall include a release of Olsson from liability and indemnification by the third party. Any reuse of Work Product without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation of Work Product will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

7.2 Electronic Files

By accepting and utilizing any electronic file of any Work Product or other data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

7.3 Construction Cost Estimate

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's Construction Cost Estimate provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s)

or construction costs may reasonably vary from Olsson's Construction Cost Estimate. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. If Olsson's Construction Cost Estimate was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Construction Cost Estimate was not performed in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Construction Cost Estimate, Olsson shall modify its work as necessary to adjust the Project(s)' size, and/or quality to reasonably comply with the Client's budget at no additional cost to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Construction Cost Estimate.

7.4 Prevailing Wages

It is Client's responsibility to determine whether the Project(s) is covered under any prevailing wage regulations. Unless Client specifically informs Olsson in writing that the Project(s) is a prevailing wage project and is identified as such in the Scope of Services, Client agrees to reimburse Olsson and to defend, indemnify and hold harmless Olsson from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project(s) was covered under any prevailing wage regulations.

7.5 Samples

All material testing samples shall remain the property of the Client. If appropriate, Olsson shall preserve samples obtained no longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples. After that date, Olsson may dispose of the samples or return them to Client at Client's cost.

7.6 Standard of Care

Olsson will strive to perform its services in a manner consistent with that level of care and skill ordinarily exercised by members of Olsson's profession providing similar services in the same locality under similar circumstances at the time Olsson's services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

7.7 Force Majeure

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall

take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

7.8 Confidentiality

In performing this Agreement, the parties may disclose to each other written or oral non-public, confidential or proprietary information, including but not limited to, information of a business, planning, marketing or technical nature and models, tools, hardware and software, and any documents, reports, memoranda, notes, files or analyses that contain, summarize or are based upon any proprietary or confidential information (hereafter referred to as the "Information").

7.8.1 Therefore, Olsson and Client agree that the party receiving Information from the other party to this Agreement (the "Receiving Party") shall keep Information confidential and not use the Information in any manner other than in the performance of this Agreement without prior written approval of the party disclosing Information (the "Disclosing Party") unless Client is a public entity and the release of Information is required by law or legal process.

7.8.2 The existence of discussions between the parties, the purpose of this Agreement, and this Agreement shall be considered Information subject to the confidentiality provisions of this Agreement.

7.8.3 Notwithstanding anything to the contrary herein, the Receiving Party shall have no obligation to preserve the confidentiality of any Information which:

7.8.3.1 was previously known to the Receiving Party free of any obligation to keep it confidential; or

7.8.3.2 is or becomes publicly available by other than unauthorized disclosures; or

7.8.3.3 is independently developed by the Receiving Party without a breach of this Agreement; or

7.8.3.4 is disclosed to third parties by the Disclosing Party without restrictions; or

7.8.3.5 is received from a third party not subject to any confidentiality obligations.

7.8.4 In the event that the Receiving Party is required by law or legal process to disclose any of Information of the Disclosing Party, the Receiving Party required to disclose such Information shall provide the Disclosing Party with prompt oral and written notice, unless notice is prohibited by law (in which case such notice shall be provided as early as may be legally permissible), of any such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

7.8.5 Nothing contained in this Agreement shall be construed as altering any rights that the Disclosing Party has in the Information exchanged with or disclosed to the Receiving Party, and upon request, the Receiving Party will return all Information received in tangible form to the Disclosing Party, or at the Receiving Party's option, destroy all such Information. If the Receiving Party exercises its option to destroy the Information, the Receiving Party shall certify such destruction to the Disclosing Party.

7.8.6 The parties acknowledge that disclosure or use of information in violation of this Agreement could cause irreparable harm for which monetary damages may be difficult to ascertain or constitute an inadequate remedy. Each party therefore agrees that the Disclosing Party shall be entitled in addition to its other rights to seek injunctive relief for any violation of this Agreement.

7.8.7 The obligations of confidentiality set forth herein shall survive termination of this Agreement, but shall only remain in effect for a period of one (1) year from the date the information is first disclosed.

7.9 Damage or Injury to Subterranean Structures or Utilities, Hazardous Materials, Pollution and Contamination

7.9.1 To the extent that work pursuant to this Agreement requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the Site, Olsson shall confer with Client prior to such activity and Client will be responsible for identifying, locating and marking, as necessary, any private subterranean structures or utilities and Olsson shall be responsible for arranging investigation of public subterranean structures or utilities through an appropriate utility one-call provider. Thereafter, Olsson shall take all reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified by Client or the one-call provider. Olsson shall not be responsible for any damage, liability or costs, for any property damage, injury or economic loss arising or allegedly arising from damages to subterranean structures or utilities caused by subsurface penetrations in locations approved by Client and/or the one call provider or not correctly shown on any plans, drawings or utility clearance provided to Olsson, except for damages caused by the negligence of Olsson in the use of such information.

7.9.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no time shall Olsson take title to the above material. Client may authorize Olsson to execute Hazardous Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents as its agent, the Hazardous Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client. Client agrees to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger, transporter, or disposer of hazardous waste as a result of any actions of Olsson, including, but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.

7.9.3 At any time, Olsson can request in writing that Client remove samples, cuttings and hazardous substances generated by the Project(s) from the project site or other location. Client shall promptly comply with such request, and pay and be responsible for the removal and lawful disposal of samples, cuttings and hazardous substances, unless other arrangements are mutually agreed upon in writing.

7.9.4 Client shall release Olsson of any liability for, and shall defend and indemnify Olsson against any and all

claims, liability and expense resulting from operations under this Agreement on account of injury to, destruction of, or loss or impairment of any property right in or to oil, gas, or other mineral substance or water, if at the time of the act or omission causing such injury, destruction, loss or impairment, said substance had not been reduced to physical possession above the surface of the earth, and for any loss or damage to any formation, strata, reservoir beneath the surface of the earth.

7.9.5 Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between Olsson and Client that the responsibility for pollution and contamination shall be as follows:

7.9.5.1 Unless otherwise provided herein, Client shall assume all responsibility for, including control and removal of, and protect, defend and save harmless Olsson from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Olsson's possession and control and directly associated with Olsson's equipment.

7.9.5.2 In the event a third party commits an act or omission which results in pollution or contamination for which either Olsson or Client, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between Olsson and Client, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity, holding harmless and limitation of responsibility and liability, as set forth herein, shall be specifically applied.

7.10 Controlling Law and Venue

The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Nebraska. It is further agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Nebraska.

7.11 Subconsultants

Olsson may utilize as necessary in its discretion subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement.

7.12 Assignment

7.12.1 Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.12.2 the assigns of Client and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.12.2 Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.12.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

7.13 Indemnity

Olsson and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to third party personal injury or third party property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

7.14 Limitation on Damages

7.14.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project(s) or to this Agreement.

7.14.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s) or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including, but not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

7.14.3 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted

by law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the amount of Olsson's fee earned under this Agreement. Client acknowledges that such causes include, but are not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. This limitation of liability shall apply to all phases of Olsson's services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement.

7.15 Entire Agreement

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson.

Council member Bruce Meysenburg made a motion to approve going into executive session to discuss the law enforcement contract and legal issues. Council Member Pat Meysenburg seconded the motion. The motion carried.

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

Mayor Zavodny stated, "At 8:02 p.m. we are going into executive session to discuss and the Law Enforcement Contract and legal issues." Mayor Zavodny, all of the Council members, Interim City Attorney Tim Wollmer, and Interim Administrator/City Clerk Comte went into executive session at 8:02 p.m.

Interim City Attorney Tim Wollmer 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 8:44 p.m.

Council member Bruce Meysenburg made a motion to adjourn. Council Member Pat Meysenburg seconded the motion. The motion carried and Mayor Zavodny declared the meeting adjourned at 8:45 p.m.

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

CERTIFICATION OF MINUTES

June 22, 2022

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 June 22, 2022; 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