

CITY COUNCIL PROCEEDINGS
February 28, 2024

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 490 "E" Street, David City, Nebraska. The Public had been advised of the meeting by publication of notice in The Banner Press on February 22, 2024, 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 Jessica Miller, Council President Bruce Meysenburg, Council members Pat Meysenburg, Kevin Woita, Jim Angell, Keith Marvin, Tom Kobus, City Attorney Michael Sands, and Interim City Administrator/City Clerk Tami Comte.

Also present for the meeting were: Deputy City Clerk Lori Matchett, Electric Supervisor Pat Hoeft, Power Plant Supervisor John Smaus, Police Chief Marla Schnell, Sergeant Tristan Hilger, Police Officer Chris Baete, Recreation Coordinator Will Reiter, Ethan Joy with JEO, Louise Niemann, Anna & Allen Covault, Dale Juranek, Dan & Jan Sypal, Tara Korthals, Bob Kobza with Kobza Ag and Home and David McPhillips.

The meeting opened with the Pledge of Allegiance.

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

Mayor Jessica Miller and Police Chief Marla Schnell presented Life Saving Certificates to Sergeant Tristan Hilger and Officer Chris Baete for administering Narcan to save a human life.

Council member Pat Meysenburg made a motion to approve the minutes of the February 14, 2024 City Council meeting as presented. Council Member Jim Angell seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0

Council member Bruce Meysenburg made a motion to pass and adopt Resolution No. 8-2024 approving (a) acceptance of two quitclaim deeds for Lot 13 (Legion Building) and Lot 14 (Bell Building), (b) execution of Form 521s for both quitclaim deeds, (c) execution of that certain Waiver and Release Agreement between the City and the Lot 15 Owner. Council Member Pat Meysenburg seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0

RESOLUTION NO. 8-2024

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF DAVID CITY, NEBRASKA ACCEPTING QUITCLAIM DEEDS FOR THE LEGION BUILDING AND BELL BUILDING AND APPROVING THE EXECUTION OF A WAIVER AND RELEASE AGREEMENT WHEREBY THE OWNERS OF THE LOT ADJACENT TO THE LEGION AND BELL BUILDING AGREE TO RELEASE THE CITY OF DAVID CITY FROM ANY LIABILITY RESULTING FROM THE DEMOLITION AND REDEVELOPMENT OF THE LEGION AND BELL BUILDING.

WHEREAS, the Bone Creek Art Museum, Inc. ("**Museum**") owns that certain real estate located at Section Nineteen (19), Township Fifteen (15), Range Three (3), Lot 13, Block Twenty-Six (26), Original Town of David City, Butler County, Nebraska, more generally referred to as 551 E Street, David City, Nebraska ("**Lot 13**"), on which is located that certain improvement ("**Legion Building**"); and

WHEREAS, the Richard Allen Covault Revocable Trust, UTA, Dated June 15, 2005, and the Anna C. Nolan Revocable Trust, UTA, Dated June 15, 2005 (collectively "**Lot 14 Owners**") own that certain real estate located at Section Nineteen (19), Township Fifteen (15), Range Three (3), Lot 14, Block Twenty-Six (26), Original Town of David City, Butler County, Nebraska, more generally referred to as 559 E Street, David City, Nebraska ("**Lot 14**"), on which is located that certain improvement ("**Bell Building**"); and

WHEREAS, the Anna C. Nolan Revocable Trust, UTA, dated June 15, 2005, ("**Lot 15 Owner**"), owns that certain real estate located at Section Nineteen (19), Township Fifteen (15), Range Three (3), Lot 15, Block Twenty-Six (26), Original Town of David City, Butler County, Nebraska, more generally referred to as 569 E Street, David City, Nebraska ("**Lot 15**") on which is located that certain improvement ("**Lot 15 Building**"); and

WHEREAS, Lots 13, 14, and 15 are adjacent to one another and the improvements thereon share a common wall (the "**Party Walls**"); and

WHEREAS, pursuant to that certain Warranty Deed executed April 26, 1949, and recorded May 2, 1949, in Book 75, Page 343 with the Butler County Register of Deeds, and that certain Warranty Deed executed November 1, 1949, and recorded November 15, 1949, in Book 75, Page 394, with the Butler County Register of Deeds, a copy of both of which are attached hereto and incorporated herein by reference as **EXHIBIT A**, the owners of Lots 13, 14, and 15 share certain rights with respect to the Party Walls ("**Party Wall Right(s)**"); and

WHEREAS, one such Party Wall Right is that neither owner of Lots 13, 14, or 15 shall demolish or otherwise damage either Party Wall; and

WHEREAS, the Mayor and City Council of David City, Nebraska ("**City**"), a municipal corporation and city of the second class, wish to acquire Lots 13 and 14, demolish the Legion Building and Bell Building, and redevelop the same; and

WHEREAS, the Museum and Lot 14 Owners have executed those certain quitclaim deeds for Lots 13 and 14 respectively, a copy of each are attached hereto and incorporated herein as **EXHIBIT B** and **EXHIBIT C**, respectively ("**Deeds**"); and

WHEREAS, City and Lot 15 Owner wish to enter into that certain Waiver and Release Agreement ("**Waiver**"), a copy of which is attached hereto and incorporated herein by reference as **EXHIBIT D**, whereby Lot 15 Owner shall agree to release the City from any and all liability relating to demolition of the Legion Building or Bell Building as it relates to the Party Wall Rights, during the time in which the City is demolishing and redeveloping the Legion Building; and

WHEREAS, the City finds it necessary to accept the Deeds and to execute the Waiver to protect the City from any liability that may result from demolition and redevelopment of the Legion Building.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF DAVID CITY, as follows:

Section 1. The City and City Clerk hereby approve the acquisition of Lots 13 and 14 and accepts the Deed conveying the same.

Section 2. The City and City Clerk are hereby authorized to execute the Waiver.

Section 3. The City and City Clerk are hereby authorized to take all other actions reasonably necessary for the purposes provided herein.

Section 4. This resolution shall take immediate effect as of the date of passage and to the extent any prior resolution of the City is in conflict herewith it is hereby repealed.

Passed this 28th day of February, 2024.

Mayor Jessica Miller

ATTEST:

City Clerk Tami L. Comte

EXHIBIT A

Copy of Warranty Deeds Establishing Party Wall Rights

[Please see attached]

WAIVER AND RELEASE AGREEMENT

THIS WAIVER AND RELEASE AGREEMENT (“Waiver”) is made and entered into as of this ____ day of February, 2024, by and between the City of David City, Nebraska, a municipal corporation and city of the second class (“City”) and the Anna C. Nolan Revocable Trust, UTA, dated June 15, 2005, (“Lot 15 Owner”). City and Lot 15 Owner are sometimes collectively referred to herein as the “Parties.”

WHEREAS, Lot 15 Owner owns that certain real estate located at Section Nineteen (19), Township Fifteen (15), Range Three (3), Lot 15, Block Twenty-Six (26), Original Town of David City, Butler County, Nebraska, commonly referred to as 569 E Street, David City, Nebraska (“Lot 15”); and

WHEREAS, City owns that certain real estate located at Nineteen (19), Township Fifteen (15), Range Three (3), Lot 13, Block Twenty-Six (26), Original Town of David City, Butler County, Nebraska, commonly referred to as 551 E Street, David City, Nebraska (“Lot 13”) by way of that certain quitclaim deed execute by Bone Creek Art Museum, Inc., a copy of which is attached hereto and incorporated herein by reference as **EXHIBIT A**; and

WHEREAS, City owns that certain real estate located at Nineteen (19), Township Fifteen (15), Range Three (3), Lot 14, Block Twenty-Six (26), Original Town of David City, Butler County, Nebraska, commonly referred to as 551 E Street, David City, Nebraska (“Lot 14”) by way of that certain quitclaim deed executed by the Richard Allen Covault Revocable Trust, UTA, dated June 15, 2005, and the Anna C. Nolan Revocable Trust, UTA, Dated June 15, 2005, a copy of which is attached hereto and incorporated herein by reference as **EXHIBIT B**; and

WHEREAS, City desires to demolish the improvements on Lot 13 (“Legion Building”) and 14 (“Bell Building”) and redevelop the same; and

WHEREAS, Lots 13, 14, and 15 are adjacent to one another and are contiguously connected to one another, and the improvements thereon share a common wall (the “Party Walls”); and

WHEREAS, pursuant to that certain Warranty Deed executed April 26, 1949, and recorded May 2, 1949, in Book 75, Page 343 with the Butler County Register of Deeds, and that certain Warranty Deed executed November 1, 1949, and recorded November 15, 1949, in Book 75, Page 394, with the Butler County Register of Deeds, a copy of both of which are attached hereto and incorporated herein by reference as **EXHIBIT C**, the owners of Lots 13, 14, and 15 share certain rights with respect to the Party Wall (“Party Wall Right(s)”); and

WHEREAS, one Party Wall Right is that neither owner of Lots 13, 14, or 15 shall demolish or otherwise damage either Party Wall; and

WHEREAS, in an endeavor to assist the City in its redevelopment objective, Lot 15 Owner wishes to execute this Waiver to be effective during the City's demolition and redevelopment of Lot 13 and 14 ("**Redevelopment Period**"), thereby memorializing the Parties' rights and obligations to one another with respect to the Party Wall Rights during the Redevelopment Period.

NOW, THEREFORE, in consideration of the benefits to Lot 15 from facilitating the redevelopment and improvement of Lots 13 and 14 by providing this Waiver, the foregoing recitals, and other good and valuable consideration City and Lot 15 Owner, acknowledge and accept, and intending to be legally bound, the Parties agree as follows:

1. **Waiver and Release.** Lot 15 Owner hereby irrevocably (i) waives any and all claims, demands, causes of action, liabilities, debts, and obligations, of every kind and nature, arising out of or related to any damage to or destruction of the Party Wall during the Redevelopment Period; and (ii) releases City, its officers, employees, contractors and invitees, and the successors and assigns of any of them, from any and all claims, demands, causes of action, liabilities, debts, and obligations of every kind and nature arising out of or related to the Party Wall Rights, regardless of whether such claims, demands, causes of action, liabilities, debts, and obligations are presently asserted or known, that occur or arise from or are related to actions taken by City during the Redevelopment Period. Lot 15 Owner acknowledges and agrees that, upon execution of this Waiver it holds no further claims relating to the damage or destruction of the Party Wall that may occur, arise from, or be related to actions the City may take during the Redevelopment Period.

The Redevelopment Period shall end upon the City or its successor in interest receiving a Final Certificate of Occupancy for new improvements on Lot 13 and providing written notice to Lot 15 Owner that no further redevelopment activities will take place on Lot 13 during this Redevelopment Period.

2. **Representations.** Lot 15 Owner hereby acknowledges and agrees that:

(i) City has made no representations regarding the structural integrity of the Party Wall, the likelihood of damage or impact the City's demolishing of the Legion Building will have on the Party Wall, or its anticipation of the same;

(ii) Lot 15 Owner is not relying on any representation regarding the structural integrity of the Party Wall, the likelihood of damage or impact the City's demolishing of the Legion Building will have on the Party Wall, or its anticipation of the same, made by City;

(iii) Lot 15 Owner is relying on its own personal judgment regarding the structural integrity of the Party Wall and the likelihood of damage or impact the City's demolishing of the Legion Building will have on the Party Wall;

(iv) Lot 15 Owner had ample opportunity to engage an independent engineer to provide expert opinion on the structural integrity of the Party Wall and the likelihood of damage or impact the City's demolishing of the Legion Building will have on the Party Wall, and Lot 15 Owner chose not to engage an independent engineer for such purpose; and

(v) Lot 15 Owner represents that it has valid legal authority and capacity to enter into this Waiver and that the undersigned has the valid legal authority and capacity to bind Lot 15 Owner.

3. **Governing Law.** The laws of the State of Nebraska shall govern the application and interpretation of this Waiver without regard to its conflict of law principles.

4. **No Oral Modification.** No amendment or modification of this Waiver shall be effective unless each Party executes a writing setting forth such amendment or modification.

5. **Binding Effect.** This Waiver run with the land, namely Lot 13 and Lot 15, and shall bind the Parties and their respective heirs, legal representatives, successors and assigns.

6. **Severability.** Each provision of this Waiver shall be viewed as separate and divisible and in the event that any provision shall be held to be invalid or unenforceable, the remaining provisions shall continue to be in full force and effect. This Waiver may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one in the same instrument.

7. **Construction.** This Waiver is the result of an arms-length bargain between the Parties. The terms of this Waiver shall not be construed against the drafter.

8. **Integration; Merger.** The Parties hereby agree that this Waiver represents the entirety of the terms, conditions, and understandings between the Parties, is a completely integrate agreement, and that it shall supersede any prior or contemporaneous understandings of the parties.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

The Parties have executed this Waiver as of the date first written above.

SIGNED

**ANNA C. NOLAN REVOCABLE TRUST,
UTA, DATED JUNE 15, 2005**

By:

Anna C. Nolan, Trustee

ACCEPTED

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

By:

Jessica Miller, Mayor

EXHIBIT A

Copy of Quitclaim Deed for Lot 13

(Please see attached)

TO: EGR, BIRKEL & WOLLMER, P.C.
PO BOX 46
DAVID CITY NE 68632

QUITCLAIM DEED

BONE CREEK ART MUSEUM, INC., a Nebraska Non-Profit Corporation,
GRANTOR, whether one or more, in consideration of One Dollar and no cents (\$1.00), receipt of which is hereby acknowledged, quitclaims and conveys to
the CITY OF DAVID CITY, a Nebraska Municipal Corporation, **GRANTEE**,
the following described real estate (as defined in Neb. Rev. Stat. 76-201) in Butler County, Nebraska:

Lot Thirteen (13), Block Twenty-Six (26), Original Town of David City, Butler County, Nebraska.

Executed: February 12th, 2024

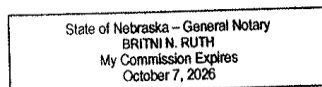
BONE CREEK ART MUSEUM, INC.,

Ruth Thoendel
RUTH THOENDEL, President

State of Nebraska)
County of Butler)ss.

On this 12th day of February, 2024, RUTH THOENDEL, President and duly authorized representative of Bone Creek Art Museum, Inc., personally appeared before me, whose identity was proven on the basis of Satisfactory evidence to be the person whose name is subscribed on this Quitclaim Deed and acknowledged that she executed it.

Witness my hand and official seal.



Britni N. Ruth
Notary Public

EXHIBIT B

Copy of Quitclaim Deed for Lot 14

(Please see attached)

(The above space for use of Register of Deeds.)

Prepared by and Return to: Baird Holm LLP, c/o David C. Levy, 1700 Farnam Street, Suite 1500, Omaha, Nebraska 68102

QUITCLAIM DEED

RICHARD ALLEN COVAULT REVOCABLE TRUST, UTA, DATED JUNE 15, 2005, and the **ANNA C. NOLAN REVOCABLE TRUST, UTA, DATED JUNE 15, 2005** (collectively, whether one or more, "**Grantor**"), in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby quitclaims and conveys to **THE CITY OF DAVID CITY, NEBRASKA**, a municipal corporation and city of the second class ("**Grantee**"), the real estate (as Nebraska Revised Statutes section 76-201 defines), in David City, Butler County, Nebraska, more commonly referred to as 559 E Street, David City, Nebraska 68632 (the "**Bell Building**"):

Lot Fourteen (14), Block Twenty-Six (26), Original Town of David City, Butler County, Nebraska.

Executed this 28th day of February 2024.

GRANTOR

RICHARD ALLEN COVAULT REVOCABLE TRUST, UTA, DATED JUNE 15, 2005.

By: Richard Allen Covault
Richard Allen Covault, Trustee

ANNA C. NOLAN REVOCABLE TRUST, UTA, DATED JUNE 15, 2005

By: Anna C. Nolan
Anna C. Nolan, Trustee

STATE OF NEBRASKA)
) ss.
COUNTY OF BUTLER)

The foregoing instrument was acknowledged before me this 28th day of February 2024 by **RICHARD ALLEN COVAULT**, as Trustee, on behalf of the **RICHARD ALLEN COVAULT REVOCABLE TRUST, UTA, DATED JUNE 15, 2005**, and **ANNA C. NOLAN**, as Trustee, on behalf of the **ANNA C. NOLAN REVOCABLE TRUST, UTA, DATED JUNE 15, 2005**, as their free will and act.

Tami L. Comte
Notary Public

My Commission Expires: January 25, 2026

6294482.1

EXHIBIT B

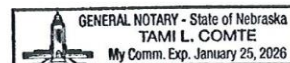


EXHIBIT D

Copy of Waiver and Release Agreement

[Please See Attached]

WAIVER AND RELEASE AGREEMENT

THIS WAIVER AND RELEASE AGREEMENT ("Waiver") is made and entered into as of this ____ day of February, 2024, by and between the City of David City, Nebraska, a municipal corporation and city of the second class ("**City**") and the Anna C. Nolan Revocable Trust, UTA, dated June 15, 2005, ("**Lot 15 Owner**"). City and Lot 15 Owner are sometimes collectively referred to herein as the "**Parties**."

WHEREAS, Lot 15 Owner owns that certain real estate located at Section Nineteen (19), Township Fifteen (15), Range Three (3), Lot 15, Block Twenty-Six (26), Original Town of David City, Butler County, Nebraska, commonly referred to as 569 E Street, David City, Nebraska ("**Lot 15**"); and

WHEREAS, City owns that certain real estate located at Nineteen (19), Township Fifteen (15), Range Three (3), Lot 13, Block Twenty-Six (26), Original Town of David City, Butler County, Nebraska, commonly referred to as 551 E Street, David City, Nebraska ("**Lot 13**") by way of that certain quitclaim deed execute by Bone Creek Art Museum, Inc., a copy of which is attached hereto and incorporated herein by reference as **EXHIBIT A**; and

WHEREAS, City owns that certain real estate located at Nineteen (19), Township Fifteen (15), Range Three (3), Lot 14, Block Twenty-Six (26), Original Town of David City, Butler County, Nebraska, commonly referred to as 551 E Street, David City, Nebraska ("**Lot 14**") by way of that certain quitclaim deed executed by the Richard Allen Covault Revocable Trust, UTA, dated June 15, 2005, and the Anna C. Nolan Revocable Trust, UTA, Dated June 15, 2005, a copy of which is attached hereto and incorporated herein by reference as **EXHIBIT B**; and

WHEREAS, City desires to demolish the improvements on Lot 13 ("**Legion Building**") and 14 ("**Bell Building**") and redevelop the same; and

WHEREAS, Lots 13, 14, and 15 are adjacent to one another and are contiguously connected to one another, and the improvements thereon share a common wall (the "**Party Walls**"); and

WHEREAS, pursuant to that certain Warranty Deed executed April 26, 1949, and recorded May 2, 1949, in Book 75, Page 343 with the Butler County Register of Deeds, and that certain Warranty Deed executed November 1, 1949, and recorded November 15, 1949, in Book 75, Page 394, with the Butler County Register of Deeds, a copy of both of which are attached hereto and incorporated herein by reference as **EXHIBIT C**, the owners of Lots 13, 14, and 15 share certain rights with respect to the Party Wall ("**Party Wall Right(s)**"); and

WHEREAS, one Party Wall Right is that neither owner of Lots 13, 14, or 15 shall demolish or otherwise damage either Party Wall; and

WHEREAS, in an endeavor to assist the City in its redevelopment objective, Lot 15 Owner wishes to execute this Waiver to be effective during the City's demolition and redevelopment of Lot 13 and 14 ("**Redevelopment Period**"), thereby memorializing the Parties' rights and obligations to one another with respect to the Party Wall Rights during the Redevelopment Period.

NOW, THEREFORE, in consideration of the benefits to Lot 15 from facilitating the redevelopment and improvement of Lots 13 and 14 by providing this Waiver, the foregoing

recitals, and other good and valuable consideration City and Lot 15 Owner, acknowledge and accept, and intending to be legally bound, the Parties agree as follows:

1. **Waiver and Release.** Lot 15 Owner hereby irrevocably (i) waives any and all claims, demands, causes of action, liabilities, debts, and obligations, of every kind and nature, arising out of or related to any damage to or destruction of the Party Wall during the Redevelopment Period; and (ii) releases City, its officers, employees, contractors and invitees, and the successors and assigns of any of them, from any and all claims, demands, causes of action, liabilities, debts, and obligations of every kind and nature arising out of or related to the Party Wall Rights, regardless of whether such claims, demands, causes of action, liabilities, debts, and obligations are presently asserted or known, that occur or arise from or are related to actions taken by City during the Redevelopment Period. Lot 15 Owner acknowledges and agrees that, upon execution of this Waiver it holds no further claims relating to the damage or destruction of the Party Wall that may occur, arise from, or be related to actions the City may take during the Redevelopment Period.

The Redevelopment Period shall end upon the City or its successor in interest receiving a Final Certificate of Occupancy for new improvements on Lot 13 and providing written notice to Lot 15 Owner that no further redevelopment activities will take place on Lot 13 during this Redevelopment Period.

2. **Representations.** Lot 15 Owner hereby acknowledges and agrees that:

(i) City has made no representations regarding the structural integrity of the Party Wall, the likelihood of damage or impact the City's demolishing of the Legion Building will have on the Party Wall, or its anticipation of the same;

(ii) Lot 15 Owner is not relying on any representation regarding the structural integrity of the Party Wall, the likelihood of damage or impact the City's demolishing of the Legion Building will have on the Party Wall, or its anticipation of the same, made by City;

(iii) Lot 15 Owner is relying on its own personal judgment regarding the structural integrity of the Party Wall and the likelihood of damage or impact the City's demolishing of the Legion Building will have on the Party Wall;

(iv) Lot 15 Owner had ample opportunity to engage an independent engineer to provide expert opinion on the structural integrity of the Party Wall and the likelihood of damage or impact the City's demolishing of the Legion Building will have on the Party Wall, and Lot 15 Owner chose not to engage an independent engineer for such purpose; and

(v) Lot 15 Owner represents that it has valid legal authority and capacity to enter into this Waiver and that the undersigned has the valid legal authority and capacity to bind Lot 15 Owner.

3. **Governing Law.** The laws of the State of Nebraska shall govern the application and interpretation of this Waiver without regard to its conflict of law principles.

4. **No Oral Modification.** No amendment or modification of this Waiver shall be effective unless each Party executes a writing setting forth such amendment or modification.

5. **Binding Effect.** This Waiver run with the land, namely Lot 13 and Lot 15, and shall bind the Parties and their respective heirs, legal representatives, successors and assigns.

6. **Severability.** Each provision of this Waiver shall be viewed as separate and divisible and in the event that any provision shall be held to be invalid or unenforceable, the remaining provisions shall continue to be in full force and effect. This Waiver may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one in the same instrument.

7. **Construction.** This Waiver is the result of an arms-length bargain between the Parties. The terms of this Waiver shall not be construed against the drafter.

8. **Integration; Merger.** The Parties hereby agree that this Waiver represents the entirety of the terms, conditions, and understandings between the Parties, is a completely integrate agreement, and that it shall supersede any prior or contemporaneous understandings of the parties.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

The Parties have executed this Waiver as of the date first written above.

SIGNED

**ANNA C. NOLAN REVOCABLE TRUST,
UTA, DATED JUNE 15, 2005**

By: Anna C. Nolan Trustee

Anna C. Nolan, Trustee

ACCEPTED

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

By: Jessica Miller
Jessica Miller Mayor

Council member Keith Marvin made a motion to pass and adopt Resolution No. 9-2024 updating the Fee Schedule for Rentals. Council Member Jim Angell seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea
 Yea: 6, Nay: 0

RESOLUTION NO. 9-2024

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF DAVID CITY, NEBRASKA TO ADOPT A FEE SCHEDULE FOR CERTAIN AMENITIES OFFERED FOR RENTAL USE BY THE CITY OF DAVID CITY, NEBRASKA .

WHEREAS, the Mayor and City Council of the city of David City, Nebraska (the "**City**") owns the municipal auditorium, Schweser house, municipal gym, football field and running track, located at both 699 Kansas Street, David City, Nebraska, and the baseball and softball fields located at 1312 35.5 Road, David City, Nebraska (collectively the "**Rental Spaces**"); and

WHEREAS, the City believes it necessary to increase the cost of renting the Rental Spaces, as provided below.

NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DAVID CITY, NEBRASKA, that the following rental fee schedule be hereby immediately adopted, take full effect upon passage of this resolution, and supersede any prior fee schedule or resolution in conflict therewith.

Municipal Auditorium Rental

Lower Level 8 a.m. to 6 p.m.	\$300.00
All Day Event.....	\$500.00
Dance	\$300.00
Preparation Time (1/2 day)	\$ 50.00
Auctions	\$ 350.00
Preparation time (1/2 day)	\$ 50.00
Table Coverings (per table).....	\$ 2.00
Cleanup Fee	\$100.00
(Cleanup Fee must be paid up front when auditorium is rented and is returned only if renter cleans up following the event. The Park/Auditorium Supervisor needs to sign off that the cleanup meets his specifications before clean up fee is returned.)	
Deposit (applied towards rental fee)	50% of total Rental fee

Municipal Auditorium - Bar Charges

** Renters must use the city bartenders
 * All liquor and beer must be purchased from the city – even for the reception*

Beer	\$ 4.00 / beer
Whiskey	\$45.00 / liter - minimum price Prices vary according to Brands
Vodka	
Rum	
Peach Schnapps	
Pop	\$ 1.00
Keg of Beer	\$250.00 / keg
Beer / mixed drinks with rental agreement for reception.....	\$ 3.50 / drink

Schweser House and Campground

Schweser House 10:00 a.m. - 6 p.m.	\$45.00
10:00 a.m. – 10:00 p.m.....	\$60.00
Campground	\$20.00 / day

Municipal Gym Rental

Per hour charge	\$20.00 / hr.
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Football Field Rental

Varsity Football Field	\$300.00
Junior Varsity - Freshmen and Middle School:.....	\$100.00
Practice Scrimmage	\$100.00
Playoff Games	\$325.00
Non-local School	\$400.00
Clean-up Fee	\$100.00 *
Gym Rental - Before Game - Half Time	\$20.00 ***

*If city personnel are involved in clean-up, a \$75.00 fee will be charged. If groups or individuals clean up after the event, no fee will be charged.

Cleaning involves picking up trash around the football field and the area of the football field stands. Trash to be put in park department trash cans.

If concession stand and press box needs clean-up, there will be an additional \$50.00 charge.

*** If auditorium gym is to be used there will be an additional \$20.00 per hour charge.

Municipal Running Track Rental

Practice (per season)	\$500.00
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(Use of locker rooms would be additional)

Track Meets: Dual, Triangular \$125.00
District, Invitational, Conference \$250.00

Football Practice Field

Football Practice Field - per hour; Locker Room\$20.00

Baseball/Softball Field Rental

Baseball/Softball Field Use Fee \$5.00/hr.
Softball Game 8u (per game per day)..... \$50.00
Baseball Game 8u (per game per day) \$50.00
Softball Game 10u, 12u, 14u, 18u (per game per day) \$100.00
Baseball Game 10 & under (per game per day)..... \$100.00
Baseball Game 12u & 14u (per game per day)..... \$130.00
Clean-up Fee \$75.00 *

* If city personnel are involved in clean-up, a \$75.00 fee will be charged. If groups or individuals clean up after the event, no fee will be charged.

Cleaning involves picking up trash around the baseball/softball fields and the area of the baseball/softball field stands. Trash to be put in the dumpster.

Dated this 14th day of February, 2024.

Mayor Jessica Miller

ATTEST:

City Clerk Tami L. Comte

Council member Bruce Meysenburg introduced Ordinance No. 1462.

Mayor Jessica Miller read Ordinance No. 1462 by title: An Ordinance adopting an Alcohol and Drug Policy for City Employees.

Council member Keith Marvin made a motion to suspend the statutory rule requiring that an Ordinance be read on three separate days. Council Member Pat Meysenburg seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0

Council member Keith Marvin made a motion to pass and adopt Ordinance No. 1462 adopting a drug and alcohol policy for City Employees. Council Member Jim Angell seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0

ORDINANCE NO. 1462

A ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF DAVID CITY, NEBRASKA, ADOPTING THE CITY OF DAVID CITY EMPLOYEE DRUG AND ALCOHOL POLICY.

WHEREAS, the Mayor and City Council of David City, Nebraska, a municipal corporation and city of the second class ("**City**") have an interest in ensuring that its employees are not performing their job functions while under the influence of drugs and/or alcohol; and

WHEREAS, the City finds it necessary and in the best interests of the City, its employees and residents to adopt that certain City of David City Employee Drug and Alcohol Policy ("**Policy**"), attached hereto and incorporated herein by reference as **EXHIBIT A**.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE CITY OF DAVID CITY, NEBRASKA, that the City hereby declares the following.

1. The David City Municipal Code shall be amended to adopt and include the Policy for the purposes prescribed herein.
2. The City and Mayor have the authority to perform other such actions as necessary to adopt the Policy in its entirety and to enforce the same.
3. This Ordinance shall take immediate effect upon approval.

PASSED AND APPROVED this 28th day of February, 2024

CITY OF DAVID CITY

Mayor

ATTEST:

City Clerk

EXHIBIT A

City of David City Employee Drug and Alcohol Policy

City of David City Non-DOT Anti-Drug Plan & Non-DOT Alcohol Misuse Plan

A. DRUGS

I. POLICY OVERVIEW – ANTI-DRUG PLAN SUMMARY

City of David City (hereinafter referred to as the City) has a vital interest in maintaining safe, healthful and efficient working conditions for all of its employees. Being under the influence of a drug or alcohol on the job poses serious safety and health risks, not only to the user, but to all those who work with or otherwise come into contact with the user. The possession, use, or sale of illegal drugs or alcohol on the job also poses unacceptable risks for safe, healthful, and efficient operations. It is the City's right, obligation, and intent to maintain a safe, healthful and efficient working environment for all of its employees and to protect City property, equipment, and operations from the risks associated with drug use in the workplace.

The Non-DOT Anti-Drug Plan Summary is designed to provide an overview of the City Policy and does not represent every aspect of the program. Specific policies and procedures for the Non-DOT Drug program will "mirror" the DOT FHWA Drug Program *excluding* the random drug testing or as noted herein.

This Anti-Drug Plan can be altered or modified with proper notice.

II. POLICY APPLICATION

The provisions of this Anti-Drug Plan apply to all employees of the City, regardless of status, except those employees subject to the Department of Transportation's FHWA and FTA drug programs.

III. DRUG AWARENESS PROGRAM

The City will inform employees of: (1) the dangers of drug use in the workplace; (2) the city's drug-free workplace Anti-Drug Plan; (3) the availability of treatment and counseling for employees seeking such assistance; and (4) the penalties the City will impose for violations of its Drug-Free Workplace Program.

IV. PROHIBITED CONDUCT

The City prohibits the following conduct:

- (A) Using, being under the influence of, or possessing unauthorized controlled substances while performing City business or while in or about a City facility or worksite except for items held as property or evidence or as required by an

EXHIBIT C

official job description. This will subject the offending employee to disciplinary action up to and including termination of employment.

- (B) Using or being under the influence of a legal drug (such as “over-the-counter” and prescription drugs) while performing City business, or while in or about a City facility or worksite, to the extent such use affects the safety of any employees or others. When in doubt about the effects of a certain drug, consult your physician or the City’s Medical Review Officer regarding any adverse side effects.
- (C) The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance by any employee while performing City business, or while in or about a City facility or worksite, except for items held as property or evidence or as required by an official job description.
- (D) Tampering with a specimen provided for drug testing for the purpose of altering the results of the urine drug test.
- (E) Refusal to take a drug test.

V. TESTING FOR CONTROLLED SUBSTANCES

A. Pre-Employment/Pre-Duty Testing

The City will require all applicants it intends to hire to be tested for the use of controlled substances as a pre-qualification condition. Applicants who test positive for the use of controlled substances, or who refuse to submit to such testing, will be disqualified from further hiring consideration.

B. Reasonable Suspicion Testing

The City will require current employees to submit to testing for controlled substances based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee by at least one supervisor trained in detecting the signs and symptoms of prohibited drug use.

Employees who are requested to undergo reasonable suspicion testing will be transported to the collection site and home by a City representative. The employee will be required to submit to the drug test. Any attempt to invalidate or tamper with the test, or refuse the test will subject the employee to disciplinary action, up to and including termination.

Failure on the part of the supervisor(s) to accurately document the specified behavior for reasonable suspicion may be subject to disciplinary action up to and including termination.

A driver while conducting City business may be directed to submit to a drug test at the accident scene by a federal, state, or local law enforcement officer. Whenever a test is conducted by a law enforcement officer, the driver is required to contact the driver’s supervisor or another City official immediately to report this and to provide the City with the name and telephone number of the law enforcement officer who conducted the test in lieu of taking a test at the City Collection site. Positive test results will be cause for disciplinary action up to and including termination.

An employee who is required to take a reasonable suspicion test will be considered by the City as unqualified to work and relieved from duty pending the results of his/her test(s). An employee may request vacation or personal leave and at the expiration of vacation request leave without pay, for the time the employee is relieved from duty. An employee whose test results are negative will be reimbursed for the time. An employee whose test results are positive will not be reimbursed for the time. The employee is not eligible to use sick leave while he/she is relieved from duty, awaiting test results.

An employee who has a positive drug test, following disciplinary action, will request vacation, and at the expiration of vacation, request leave without pay until such time he/she is released to return to work. Should the employee be required to undergo inpatient substance abuse treatment, he/she will be allowed to utilize accrued sick leave until the completion of inpatient treatment. If the employee is injured, the injury will be evaluated in accordance with the State Worker's Compensation Law and AR-19. Employees who are injured and have a positive drug test are not entitled to injury leave or other Worker's Compensation benefits.

C. Return to Duty Testing

An employee who has a positive drug test result will be required to take a return to duty drug test.

Before a return-to-duty test is performed, the employee must be evaluated by a Substance Abuse Professional (SAP) to determine whether the employee has followed the recommendations for action by the SAP, including participation in any rehabilitation program.

The employee must have a verified negative drug test result to return to their job. If a drug test result is cancelled, the City shall require the employee to submit to and pass another drug test. A positive test result will be cause for termination from the City.

D. Follow-up Testing

Once allowed to return-to-duty, the employee shall be subject to unannounced follow-up testing for at least 12 but not more than 60 months. The frequency and duration of the follow-up testing will be recommended by the SAP as long as a minimum of six tests are performed during the first 12 months after the employee has returned to duty. A positive test result will be cause for termination from the City.

E. Confidentiality

Each individual's record of testing and results under this policy will be private and confidential.

F. Supervisory Training/Employee Awareness

All supervisors are required to complete a training program for detecting signs and symptoms of drug and alcohol use on the job.

Employees will be asked to read a copy of the Drug Policy and sign a statement of acknowledgement.

VI. DRUG TESTING PROCEDURES

Drug testing will be performed utilizing split urine sample or blood collections. Samples will be tested for marijuana, cocaine, opiates, amphetamines and PCP. An employee may request at their own expense the split sample be retested after a positive test. The levels are as follows:

	Initial	Confirmation	Split Sample Retest
Marijuana	50 ng/ml	15 ng/ml	Any detectable presence
Cocaine	300 ng/ml	150 ng/ml	Any detectable presence
Opiates	300 ng/ml	300 ng/ml	Any detectable presence
PCP	25 ng/ml	25 ng/ml	Any detectable presence
Amphetamines	1000 ng/ml	500 ng/ml	Any detectable presence
Barbiturates			Any detectable presence
Cannabis			Any detectable presence

The City reserves the right to test for the above drugs or amend the list of drugs with proper notice to employees or applicants.

A picture I.D. is required to be shown at the time of collection.

Established chain of custody procedures will be followed.

The City will test on a 10 panel drug test.

VII. PENALTIES FOR VIOLATIONS

Employees found to be in violation of any part or parts of Sections IV or V of this Anti-Drug Program will be removed from their position and may be subject to disciplinary action up to and including termination.

B. ALCOHOL

I. POLICY OVERVIEW

The City of David City (hereinafter referred to as the City) has a vital interest in maintaining safe, healthful and efficient working conditions for all of its employees. Being under the influence of alcohol on the job poses serious safety and health risks, not only to the user, but to all those who work with or otherwise come into contact with the user. The possession, use, or sale of alcohol on the job also poses unacceptable risks for safe, healthful, and efficient operations.

It is the City's right, obligation, and intent to maintain a safe, healthful, and efficient working environment for all its employees and to protect City property, equipment, and operations from the risks associated with alcohol use in the work place.

This Alcohol Misuse Prevention Plan Summary is designed to provide an overview of the City policy and does not represent every aspect of the program. Specific policies and procedures for the Non-DOT Alcohol program will “mirror” the DOT FHWA Alcohol Testing Program *excluding* the random alcohol testing or as noted herein.

The Alcohol Misuse Prevention Plan can be altered or modified with proper notice.

II. POLICY APPLICATION

The provisions of this Alcohol Misuse Prevention Plan apply to all employees of the City regardless of status except those employees subject to the Department of Transportation’s FHWA and FTA drug programs.

III. ALCOHOL AWARENESS PROGRAM

The City will inform employees of: (1) the dangers of alcohol use in the work place; (2) the City’s Alcohol Misuse Prevention Plan; (3) the availability of treatment and counseling for employees seeking such assistance; and (4) the penalties the City will impose for violations of its Alcohol Misuse Prevention Plan.

IV. PROHIBITED CONDUCT

- (A) No employee shall report for duty or remain on duty with the odor of alcoholic beverages about their person **and** while having an alcohol concentration of 0.02 or greater. (or)
- (B) No employee shall use alcoholic beverages while performing their job. (or)
- (C) No employee shall perform their job within four hours after using alcoholic beverages. (or)
- (D) No employee shall refuse to submit to the following alcohol tests:
 - 1) reasonable suspicion;
 - 2) return to duty;
 - 3) follow-up testing as recommended by a substance abuse professional.
- (E) No employee shall perform their job with alcoholic beverages in his/her possession while being on duty, except for items held as property or evidence or as required by an official job description.
- (F) Any attempt to invalidate or tamper with the alcohol test will subject the employee to disciplinary action, up to and including termination.

V. ALCOHOL TESTING PROCEDURES

Alcohol testing procedures will be performed using a split urine sample, breath alcohol or blood.

VI. TESTING FOR ALOCHOL

A. Reasonable Suspicion Testing

The City will require current employees to submit to testing for alcohol when it believes there is reasonable suspicion of a violation of this policy. Reasonable suspicion includes specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee.

Employees who are requested to undergo reasonable suspicion testing will be transported to the collection site and home by a City representative. The employee will be required to submit to the alcohol test. Any attempt to invalidate or tamper with the test, or refuse the test will subject the employee to disciplinary action, up to and including termination.

Failure on the part of the supervisor(s) to accurately document the specified behavior for reasonable suspicion may be subject to disciplinary action up to and including termination.

It is possible that a driver while conducting City business will be directed to submit to an alcohol test at the accident scene by a federal, state, or local law enforcement officer. Whenever a test is conducted by a law enforcement officer, the driver is required to contact the driver's supervisor or another City official immediately to report this and to provide the City with the name and telephone number of the law enforcement officer who conducted the test in lieu of taking a test at the collection site. Positive test results will be cause for disciplinary action up to and including termination.

An employee who, after providing an adequate specimen, has a confirmatory test that registers 0.02 or more but less than 0.04 will, at a minimum be relieved of duty without pay until his/her next regularly-scheduled duty period, but for no less than 24 hours, and may be subject to additional disciplinary action by the City, up to and including termination.

An employee who, after providing an adequate specimen, has a confirmatory test that registers 0.04 or greater will, at a minimum be relieved of duty without pay until his/her next regularly-scheduled duty period, but for no less than 24 hours, and may be subject to additional disciplinary action by the City up to and including termination. The City must refer the employee registering .04 or greater to a Substance Abuse Professional (SAP) for evaluation if the employee is expected to return to duty.

An employee who has a positive alcohol test, following disciplinary action, will request vacation, and at the expiration of vacation, request leave without pay until such time he/she is released to return to work. Should the employee be required to undergo inpatient substance abuse treatment, he/she will be allowed to utilize accrued sick leave until the completion of inpatient treatment. If the employee is injured, the injury will be evaluated in accordance with the State Worker's Compensation Law and AR-19. Employees who are injured and have a positive alcohol test of .10, are not entitled to injury leave or other Worker's Compensation benefits.

B. Return to Duty Testing

An employee who has a positive alcohol test of .02 or greater will be required to take a return to duty alcohol test.

No employee who is found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall perform or continue to perform their job for the City, until the start of the employee's next regularly scheduled duty period, but not less than 24 hours following administration of the test.

Before a return-to-duty test is performed, the employee must be evaluated by a Substance Abuse Professional (SAP) if the test result was .04 or greater to determine whether the employee has followed the recommendations for action by the SAP, including participation in any rehabilitation program.

The employee must have a verified alcohol test result of less than 0.02 to return to the job. If an alcohol test is cancelled the City shall require the employee to submit to and pass another alcohol test. A positive test result will be cause for termination from the City.

C. Follow-up Testing

Once allowed to return-to-duty, the employee shall be subject to unannounced follow-up testing for at least 12 but not more than 60 months. The frequency and duration of the follow-up testing will be recommended by the SAP as long as a minimum of six tests are performed during the first 12 months after the employee has returned to duty. A positive test result will be cause for termination from the City.

D. Confidentiality

Each individual's record of testing and results under this policy will be private and confidential.

E. Supervisory Training/Employee Awareness

All supervisors are required to complete a training program for detecting signs and symptoms of drug and alcohol use on the job.

Employees will be asked to read a copy of the Alcohol Policy and sign a statement of acknowledgement.

VI. PENALTIES FOR VIOLATIONS

Any employee found to be in violation of any part or parts of Sections IV or V of this Alcohol Misuse Prevention Plan will be removed from their position and may be subject to disciplinary action up to and including termination.

Council member Keith Marvin made a motion to approve a Master Services Agreement with JEO Consulting Group, Inc.. Council Member Kevin Woita seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea

Yea: 6, Nay: 0

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**MASTER SERVICES AGREEMENT
BETWEEN CLIENT AND JEO
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT between the City of David City, NE "Client") and JEO Consulting Group, Inc. ("JEO").

From time to time Client intends to engage JEO to provide professional services. This Agreement and identified Exhibits sets forth the general terms and conditions which shall govern the relationships and performance of Client and JEO, if and only if one or more Task Orders are agreed to under this Agreement. Each engagement will be documented by a Task Order.

ARTICLE 1 - SERVICES OF JEO

1.01 Scope

- A. Services for each Specific Project will be detailed in a duly executed Task Order. Each Task Order will indicate the specific tasks and functions to be performed and deliverables to be provided.
- B. The general format of a Task Order is shown in Exhibit B.
- C. This Agreement is not a commitment by Client to JEO to issue any Task Orders.
- D. JEO shall not be obligated to perform any prospective Task Order unless and until Client and JEO agree as to the particulars of the Specific Project, JEO's services, JEO's compensation, and all other appropriate matters.

1.02 Task Order Procedure

- A. Client and JEO shall agree on the scope, time for performance, and basis of compensation for each Task Order.
- B. JEO will commence performance as set forth in each Task Order.

ARTICLE 2 - CLIENT'S RESPONSIBILITIES

2.01 Client Responsibilities

- A. Client responsibilities are outlined in Section 3 of Exhibit A and in each Task Order.

ARTICLE 3 - TERM

3.01 Term

- A. This Agreement shall be effective and applicable to Task Orders issued from the Effective Date of the Agreement.

ARTICLE 4 - Compensation

4.01 Compensation

- A. Client shall pay JEO as set forth in Exhibit A and each Task Order.
- B. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to JEO.

ARTICLE 5 - EXHIBITS AND SPECIAL PROVISIONS

5.01 Exhibits

Exhibit A – General Conditions
Exhibit B – Sample Task Order

5.02 Total Agreement

- A. This Agreement (consisting of pages 1 to 3 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Client and JEO and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

This Agreement will be effective on March 15, 2024 (which is the Effective Date of the Agreement).

Client: City of David City, NE

JEO Consulting Group, Inc.

Jessica Miller

By: Jessica Miller

By: Ethan Joy

Title: Mayor

Title: Project Manager

Date Signed: 2-28-24

Date Signed: _____

Address for giving notices:

Address for giving notices:

490 E Street, PO Box 191

1909 Dakota Ave.

David City, NE 69632

South Sioux City, NE 68776

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC
GENERAL CONDITIONS

1. SCOPE OF SERVICES: JEO Consulting Group, Inc. ("JEO") shall perform the services described in an executed task order(s). JEO shall invoice the Client for these services at the fee stated in the scope of services of executed task order(s).

2. ADDITIONAL SERVICES: JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

3. CLIENT RESPONSIBILITIES: The Client shall provide all criteria and full information as to the Client's requirements for the project; designate and identify in writing a person to act with authority on the Client's behalf in respect to all aspects of the project; examine and respond promptly to JEO's submissions; and give prompt written notice to JEO whenever the Client observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the Client shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the Client shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the Client that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

4. TIMES FOR RENDERING SERVICES: JEO's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, JEO's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the Client has requested changes in the scope, extent, or character of the project, the time of performance of JEO's services shall be adjusted equitably.

5. INVOICES: JEO shall submit invoices to the Client monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Client agrees to pay a finance charge on past due

invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the Client fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the Client, suspend services to the Client under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.

6. STANDARD OF CARE: The standard of care for all services performed or furnished by JEO under the agreement shall be the care and skill ordinarily used by members of JEO's profession practicing under similar circumstances at the same time and in the same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

JEO shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the Client shall not be responsible for discovering deficiencies therein. JEO shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in Client furnished information.

7. REUSE OF DOCUMENTS: Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the Client on a future extension of this project, or any other project without JEO's written authorization shall be at the Client's risk and the Client agrees to indemnify and hold harmless JEO from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use.

8. ELECTRONIC FILES: Copies of Documents that may be relied upon by the Client are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text, data, graphics, or of other types that are furnished by JEO to the Client are only for convenience of the Client. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC
GENERAL CONDITIONS

to maintain documents stored in electronic media format after acceptance by the Client.

b. When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.

c. The Client may make and retain copies of documents for information and reference in connection with use on the project by the Client.

d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the Client and JEO.

9. SUBCONSULTANTS: JEO may employ consultants as JEO deems necessary to assist in the performance of the services. JEO shall not be required to employ any consultant unacceptable to JEO.

10. INDEMNIFICATION: To the fullest extent permitted by law, JEO and the Client shall indemnify and hold each other harmless and their respective officers, directors, partners, employees, and consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the Client, they shall be borne by each party in proportion to its negligence.

11. INSURANCE: JEO shall procure and maintain the following insurance with limits not less than shown during the performance of services under this agreement:

a. Workers' Compensation: Statutory

b. Employer's Liability

i. Each Accident: \$500,000

ii. Disease, Policy Limit: \$500,000

iii. Disease, Each Employee: \$500,000

c. General Liability

i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000

ii. General Aggregate: \$2,000,000

d. Auto Liability

i. Combined Single: \$1,000,000

e. Excess or Umbrella Liability

i. Each Occurrence: \$1,000,000

ii. General Aggregate: \$1,000,000

f. Professional Liability:

i. Each Occurrence: \$1,000,000

ii. General Aggregate: \$2,000,000

g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.

h. The Client shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.

i. The Client shall reimburse JEO for any additional limits or coverages that the Client requires for the project.

12. TERMINATION: This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by Client for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

13. GOVERNING LAW: This agreement is to be governed by the law of the state in which the project is located.

14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES: The Client and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the Client and JEO 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, with respect to all covenants, agreements and obligations of this agreement.

a. Neither the Client nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or

Exhibit B

This is Task Order No. _____,

Consisting of _____ pages

Task Order

In accordance with the Master Services Agreement Between Client and JEO for Professional Services dated _____ ("Agreement"), Client and JEO agree as follows:

Specific Project Data

- A. Title:
- B. Description:

1. Services of JEO

See Attachment "A".

2. Client's Responsibilities

Exhibit "A" from the Master Agreement Between Client and JEO for Professional Services as referenced above is modified as follows:

3. Times for Rendering Services

Phase	Completion Date
Study and Report	
Preliminary Design	
Final Design	
Bidding or Negotiating	
Construction	
Post-Construction	
TOTAL	

4. Payments to JEO

A. For Lump Sum Method of Payment A

- 1. The total compensation for services identified under paragraph 1 of the Task Order is estimated to be \$_____ based on the following assumed distribution.
- 2. JEO may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in by the Client.

This is EXHIBIT B, consisting of 3 pages, referred to in and part of the Master Agreement between Client and JEO for Professional Services dated March 15, 2023

Exhibit B

Phase	Compensation
Study and Report	
Preliminary Design	
Final Design	
Bidding or Negotiating	
Construction	
Post-Construction	
TOTAL	

B. For Standard Hourly Rates Method of Payment:

1. Current hourly rate schedule is attached and subject to adjustment approximately February 1st of each year.
2. The total compensation for services identified under paragraph 1 of the Task Order is estimated to be \$_____ based on the following assumed distribution.
3. JEO's estimate of the amounts that will become payable are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to JEO under the Agreement.
4. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to JEO that a compensation amount thus estimated will be exceeded, JEO shall give Client written notice thereof. Promptly thereafter Client and JEO shall review the matter of services remaining to be performed and compensation for such services. Client shall either agree to such compensation exceeding said estimated amount or Client and JEO shall agree to a reduction in the remaining services to be rendered by JEO, so that total compensation for such services will not exceed said estimated amount when such services are completed. If JEO exceeds the estimated amount before Client and JEO have agreed to an increase in the compensation due JEO or a reduction in the remaining services, the JEO shall be paid for all services rendered hereunder.

Phase	Estimated Compensation
Study and Report	
Preliminary Design	
Final Design	
Bidding or Negotiating	
Construction	
Post-Construction	
TOTAL	

5. Other Modifications to Master Agreement:

Approval and Acceptance: Approval and Acceptance of this Task Order, including the attachments listed

This is EXHIBIT B, consisting of 3 pages, referred to in and part of the Master Agreement between Client and JEO for Professional Services dated March 15, 2023

Exhibit B

above, shall incorporate this document as part of the Agreement. JEO is authorized to begin performance upon its receipt of a copy of this Task Order signed by Client.

The Effective Date of this Task Order is _____, _____.

JEO	Client	
_____ Signature	_____ Date	_____ Signature
_____ Date		
_____ Name		_____ Name
_____ Title		_____ Title
DESIGNATED REPRESENTATIVE FOR TASK ORDER:		DESIGNATED REPRESENTATIVE FOR TASK ORDER:
_____ Name		_____ Name
_____ Title		_____ Title
_____ Address		_____ Address
_____ E-Mail Address		_____ E-Mail Address
_____ Phone		_____ Phone
_____ Fax		_____ Fax

Council member Bruce Meysenburg made a motion to table Resolution No. 10-2024 selling the gas building at the wastewater plant. Council Member Jim Angell seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0

Council member Keith Marvin made a motion to approve the purchase of a 2023 Ford F150 pickup for the electric department for \$49,733.00 (less than state bid price). Council Member Kevin Woita seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0

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Sid Dillon Fleet & Commercial

Ron Fullerton | 402-540-7578 | ron.fullerton@siddillon.com

David City

Vehicle: [Fleet] 2023 Ford F-150 (W1E) XLT 4WD SuperCrew 5.5' Box





Sid Dillon Fleet & Commercial

Ron Fullerton | 402-540-7578 | ron.fullerton@siddillon.com

Sid Dillon Fleet & Commercial

Dealership Information

Sid Dillon Fleet & Commercial
Wahoo, NE.

Prepared By:

Ron Fullerton
Sid Dillon Fleet & Commercial
402-540-7578
ron.fullerton@siddillon.com

*Thanks!
Ron Fullerton*

Price Summary

PRICE SUMMARY

	MSRP
Base Price	\$50,220.00
Total Options	\$6,315.00
Vehicle Subtotal	\$56,535.00
Destination Charge	\$1,995.00
Grand Total	\$58,530.00

*\$ 49,733 =
using Bid Assistance*

*In Stock
Ready to go*

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Sid Dillon Fleet & Commercial

Ron Fullerton | 402-540-7578 | ron.fullerton@siddillon.com

Vehicle: [Fleet] 2023 Ford F-150 (W1E) XLT 4WD SuperCrew 5.5' Box (✔ Complete)

Selected Model and Options

MODEL

CODE	MODEL
W1E	2023 Ford F-150 XLT 4WD SuperCrew 5.5' Box

COLORS

CODE	DESCRIPTION
JS	Iconic Silver Metallic

OPTIONS

(† Denotes a Custom Equipment Option)

CODE	DESCRIPTION
—	GVWR: 7,050 lbs Payload Package
—	Monotone Paint Application
—	Equipment Group 301A Mid savings *DISCOUNT*
—	XLT Chrome Appearance Package savings *DISCOUNT*
18C	Bright Polished Step Bars

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Vehicle: [Fleet] 2023 Ford F-150 (W1E) XLT 4WD SuperCrew 5.5' Box (✔ Complete)

OPTIONS

(† Denotes a Custom Equipment Option)

CODE	DESCRIPTION
301A	Equipment Group 301A Mid -inc: Class IV Trailer Hitch Receiver, towing capability up to TBD lbs, on 3.3L V6 PFDI engine (99B) and 2.7L EcoBoost engine (99P) or up to TBD lbs, on 3.5L EcoBoost engine (998) and 5.0L V8 engine (995), 7/4-pin connector, class IV trailer hitch receiver, smart trailer tow connector (BLIS w/trailer tow coverage where BLIS is available), SecuriCode Drivers Side Keyless-Entry Keypad, Auto-Dimming Rearview Mirror, Dual Zone Electronic Automatic Temperature Control, 8" Productivity Screen in Instrument Cluster, SYNC 4 w/Enhanced Voice Recognition, 8" LCD capacitive touchscreen w/swipe capability, wireless phone connection, cloud connected, AppLink w/App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility, digital owners manual, conversational voice command recognition and connected navigation, Note: Navigation services require SYNC 4 and FordPass Connect (optional on select vehicles), complimentary connect service and the FordPass app (see FordPass Terms for details), Eligible vehicles receive a complimentary 90-day trial of navigation services that begins on the new vehicle warranty start date, Customers must unlock the navigation service trial by activating the eligible vehicle w/a FordPass member account, If not subscribed by the end of the complimentary period, the navigation service will terminate, Connected service and features depend on compatible AT&T network availability, Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features, FordPass App, compatible w/select smartphone platforms, is available via a download, Message and data rates may apply, Radio: AM/FM SiriusXM w/360L, 7 speakers and a three (3)-month prepaid subscription, Service is not available in Alaska and Hawaii Trial length and service availability may vary by model, model year or trim, Details: SiriusXM audio and data services each require a subscription sold separately, or as a package, by Sirius XM Radio Inc, Your SiriusXM service will automatically stop at the end of your trial unless you decide to subscribe, If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then- current rates, Fees and taxes apply, To cancel you must call SiriusXM at 1-866-635-2349, See SiriusXM Customer Agreement for complete terms at www.siriusxm.com, All fees and programming subject to change, Not all vehicles or devices are capable of receiving all services offered by SiriusXM, Current information and features may not be available in all locations, or on all receivers, Satellite and streaming lineups vary slightly, 2020 Sirius XM Radio Inc, Sirius, XM, SiriusXM and all related marks and logos are trademarks of Sirius XM Radio Inc, 8-Way Power Driver's Seat w/Power Lumbar, Wrapped Steering Wheel, Rear Under-Seat Storage *GROSS*
44G	Transmission: Electronic 10-Speed Automatic -inc: selectable drive modes: normal, ECO, sport, tow/haul, slippery, deep snow/sand and mud/rut (STD)
53B	Class IV Trailer Hitch Receiver -inc: towing capability up to TBD lbs, on 3.3L V6 PFDI engine (99B) and 2.7L EcoBoost engine (99P) or up to TBD lbs, on 3.5L EcoBoost engine (998) and 5.0L V8 engine (995), 7/4-pin connector, class IV trailer hitch receiver, smart trailer tow connector (BLIS w/trailer tow coverage where BLIS is available)
59R	Remote Start System
64T	Wheels: 18" Chrome-Like PVD
655	Extended Range 36 Gallon Fuel Tank
67T	Integrated Trailer Brake Controller
86B	XLT Chrome Appearance Package -inc: lower grille trim, Chrome Single-Tip Exhaust, Tires: 275/65R18 BSW A/T, Chrome Door & Tailgate Handles w/Body-Color Bezel, bezel on side doors and black on tailgate, Wheels: 18" Chrome-Like PVD, 2-Bar Style Grille w/Chrome 2 Minor Bars, silver painted surround and black background mesh, Bright Polished Step Bars *GROSS*
942	Daytime Running Lamps -inc: Non-controllable

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Sid Dillon Fleet & Commercial

Ron Fullerton | 402-540-7578 | ron.fullerton@siddillon.com

Vehicle: [Fleet] 2023 Ford F-150 (W1E) XLT 4WD SuperCrew 5.5' Box (✔ Complete)

OPTIONS

(† Denotes a Custom Equipment Option)

CODE	DESCRIPTION
995	Engine: 5.0L V8 -inc: auto start-stop technology and flex-fuel capability, GVWR: 7,050 lbs Payload Package, 3.31 Axle Ratio
Dlr Advr†	Dealer Advertising†
JS	Iconic Silver Metallic
MS	Black w/Medium Dark Slate, Cloth 40/20/40 Front Seat -inc: manual driver/passenger lumbar, folding armrest cupholders and storage
T84	Tires: 275/65R18 BSW A/T
XL3	Electronic Locking w/3.31 Axle Ratio

Options Total

Standard Equipment

Mechanical

Engine: 3.3L V6 PFDI -inc: auto start-stop technology and flex-fuel capability (STD)
 Transmission: Electronic 10-Speed Automatic -inc: selectable drive modes: normal, ECO, sport, tow/haul, slippery, deep snow/sand and mud/rut (STD)
 3.73 Axle Ratio (STD)
 50 State Emissions
 Electronic Transfer Case
 Part-Time Four-Wheel Drive
 70-Amp/Hr 610CCA Maintenance-Free Battery w/Run Down Protection
 200 Amp Alternator
 Towing Equipment -inc: Trailer Sway Control
 Trailer Wiring Harness
 1720# Maximum Payload
 GVWR: 6,470 lbs Payload Package
 HD Shock Absorbers
 Front Anti-Roll Bar
 Electric Power-Assist Speed-Sensing Steering
 Single Stainless Steel Exhaust
 26 Gal. Fuel Tank

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Vehicle: [Fleet] 2023 Ford F-150 (W1E) XLT 4WD SuperCrew 5.5' Box (✔ Complete)

Mechanical

Auto Locking Hubs
Double Wishbone Front Suspension w/Coil Springs
Solid Axle Rear Suspension w/Leaf Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake

Exterior

Wheels: 17" Silver Painted Aluminum (STD)
Tires: 265/70R17 BSW A/T (STD)
Regular Box Style
Steel Spare Wheel
Full-Size Spare Tire Stored Underbody w/Crankdown
Clearcoat Paint
Chrome Rear Step Bumper
Chrome Front Bumper w/Body-Colored Rub Strip/Fascia Accent and 2 Tow Hooks
Black Side Windows Trim
Black Door Handles
Black Power Heated Side Mirrors w/Manual Folding
Fixed Rear Window w/Defroster
Variable Intermittent Wipers
Deep Tinted Glass
Aluminum Panels
Black Grille w/Chrome Surround
Tailgate Rear Cargo Access
Tailgate/Rear Door Lock Included w/Power Door Locks
Cargo Lamp w/High Mount Stop Light
Ford Co-Pilot360 - Autolamp Auto On/Off Aero-Composite Halogen Auto High-Beam Daytime Running Lights Preference Setting Headlamps w/Delay-Off
Front Fog Lamps
Perimeter/Approach Lights
Headlights-Automatic Highbeams

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Vehicle: [Fleet] 2023 Ford F-150 (W1E) XLT 4WD SuperCrew 5.5' Box (✔ Complete)

Entertainment

Radio w/Seek-Scan, Clock, Speed Compensated Volume Control and Radio Data System

Radio: AM/FM Stereo w/6 Speakers -inc: auxiliary audio input jack

Fixed Antenna

Interior

Cloth 40/20/40 Front Seat -inc: manual driver/passenger lumbar, folding armrest cupholders and storage

4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement

4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement

60-40 Folding Split-Bench Front Facing Fold-Up Cushion Rear Seat

Manual Tilt/Telescoping Steering Column

Gauges -inc: Speedometer, Odometer, Voltmeter, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Trip Odometer and Trip Computer

Power Rear Windows

FordPass Connect 4G Mobile Hotspot Internet Access

Front Cupholder

Rear Cupholder

Compass

Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button

Cruise Control w/Steering Wheel Controls

Manual Air Conditioning

HVAC -inc: Underseat Ducts

Locking Glove Box

Full Cloth Headliner

Urethane Gear Shifter Material

Interior Trim -inc: Metal-Look Instrument Panel Insert, Cabback Insulator and Chrome/Metal-Look Interior Accents

Day-Night Rearview Mirror

Driver And Passenger Visor Vanity Mirrors

Mini Overhead Console w/Storage and 1 12V DC Power Outlet

Fade-To-Off Interior Lighting

Front And Rear Map Lights

Full Carpet Floor Covering -inc: Carpet Front And Rear Floor Mats

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Vehicle: [Fleet] 2023 Ford F-150 (W1E) XLT 4WD SuperCrew 5.5' Box (✔ Complete)

Interior

- Pickup Cargo Box Lights
- Smart Device Remote Engine Start
- SYNC 4 -inc: 8" LCD capacitive touchscreen w/swipe capability, wireless phone connection, cloud connected, AppLink w/App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owners manual
- Instrument Panel Bin, Dashboard Storage, Interior Concealed Storage, Driver / Passenger And Rear Door Bins and Locking 1st Row Underseat Storage
- Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
- Delayed Accessory Power
- Power Door Locks w/Autolock Feature
- Trip Computer
- Outside Temp Gauge
- Analog Appearance
- 2 Seatback Storage Pockets
- Seats w/Cloth Back Material
- Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
- Perimeter Alarm
- Securilock Anti-Theft Ignition (pats) Immobilizer
- 1 12V DC Power Outlet
- Air Filtration

Safety-Mechanical

- ABS And Driveline Traction Control
- Electronic Stability Control (ESC) And Roll Stability Control (RSC)

Safety-Exterior

- Side Impact Beams

Safety-Interior

- Dual Stage Driver And Passenger Seat-Mounted Side Airbags
- Reverse Sensing System Rear Parking Sensors
- BLIS (Blind Spot Information System) Blind Spot
- Pre-Collision Assist with Automatic Emergency Braking (AEB)
- Lane Keeping Alert Lane Keeping Assist
- Lane Keeping Alert Lane Departure Warning

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Vehicle: [Fleet] 2023 Ford F-150 (W1E) XLT 4WD SuperCrew 5.5' Box (Complete)

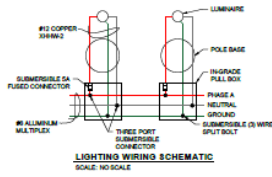
Safety-Interior

- Collision Mitigation-Front
- Driver Monitoring-Alert
- Collision Mitigation-Rear
- Tire Specific Low Tire Pressure Warning
- Dual Stage Driver And Passenger Front Airbags
- Airbag Occupancy Sensor
- Mykey System -inc: Top Speed Limiter, Audio Volume Limiter, Early Low Fuel Warning, Programmable Sound Chimes and Beltminder w/Audio Mute
- Safety Canopy System Curtain 1st And 2nd Row Airbags
- Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Prefensioners
- Rear Child Safety Locks
- Back-Up Camera

WARRANTY

- Basic Years: 3
- Basic Miles/km: 36,000
- Drivetrain Years: 5
- Drivetrain Miles/km: 60,000
- Corrosion Years: 5
- Corrosion Miles/km: Unlimited
- Roadside Assistance Years: 5
- Roadside Assistance Miles/km: 60,000

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LIGHT POLE SCHEDULE							
LIGHT POLE	LIGHT FITTING MANUFACTURER	LIGHT FIXTURE CATALOG #	FIXTURE HEIGHT	STREET LIGHT MANUFACTURER	STREET LIGHT POLE CATALOG #	SET BACK DISTANCE BETWEEN CENTER OF LIGHT POLE AND EDGE OF ROADWAY	REMARKS
LP101	KING LUMINAIRE	K1780 PHAR-0-REBEL-120V-424-PR-3-8M-41-100	32'-0"	STRASCONCRETE	KCS2470-08-CRPH-3006-A	4'-0"	NOTE 1
LP102	KING LUMINAIRE	K1780 PHAR-0-REBEL-120V-424-PR-3-8M-41-100	32'-0"	STRASCONCRETE	KCS2470-08-CRPH-3006-A	4'-0"	NOTE 1
LP103	KING LUMINAIRE	K1780 PHAR-0-REBEL-120V-424-PR-3-8M-41-100	32'-0"	STRASCONCRETE	KCS2470-08-CRPH-3006-A	4'-0"	NOTE 1
LP104	KING LUMINAIRE	K1780 PHAR-0-REBEL-120V-424-PR-3-8M-41-100	32'-0"	STRASCONCRETE	KCS2470-08-CRPH-3006-A	4'-0"	NOTE 1
LP105	KING LUMINAIRE	K1780 PHAR-0-REBEL-120V-424-PR-3-8M-41-100	32'-0"	STRASCONCRETE	KCS2470-08-CRPH-3006-A	4'-0"	NOTE 1
LP106	KING LUMINAIRE	K1780 PHAR-0-REBEL-120V-424-PR-3-8M-41-100	32'-0"	STRASCONCRETE	KCS2470-08-CRPH-3006-A	4'-0"	NOTE 1
LP107	KING LUMINAIRE	K1780 PHAR-0-REBEL-120V-424-PR-3-8M-41-100	32'-0"	STRASCONCRETE	KCS2470-08-CRPH-3006-A	4'-0"	NOTE 1
LP108	KING LUMINAIRE	K1780 PHAR-0-REBEL-120V-424-PR-3-8M-41-100	32'-0"	STRASCONCRETE	KCS2470-08-CRPH-3006-A	4'-0"	NOTE 1
LP109	KING LUMINAIRE	K1780 PHAR-0-REBEL-120V-424-PR-3-8M-41-100	32'-0"	STRASCONCRETE	KCS2470-08-CRPH-3006-A	4'-0"	NOTE 1
LP110	KING LUMINAIRE	K1780 PHAR-0-REBEL-120V-424-PR-3-8M-41-100	32'-0"	STRASCONCRETE	KCS2470-08-CRPH-3006-A	4'-0"	NOTE 1
LP111	KING LUMINAIRE	K1780 PHAR-0-REBEL-120V-424-PR-3-8M-41-100	32'-0"	STRASCONCRETE	KCS2470-08-CRPH-3006-A	4'-0"	NOTE 1
LP112	KING LUMINAIRE	K1780 PHAR-0-REBEL-120V-424-PR-3-8M-41-100	32'-0"	STRASCONCRETE	KCS2470-08-CRPH-3006-A	4'-0"	NOTE 1
LP113	KING LUMINAIRE	K1780 PHAR-0-REBEL-120V-424-PR-3-8M-41-100	32'-0"	STRASCONCRETE	KCS2470-08-CRPH-3006-A	4'-0"	NOTE 1
LP114	KING LUMINAIRE	K1780 PHAR-0-REBEL-120V-424-PR-3-8M-41-100	32'-0"	STRASCONCRETE	KCS2470-08-CRPH-3006-A	4'-0"	NOTE 1
LP115	UNKNOWN	NO LIGHT FIXTURES TO BE INSTALLED	32'-0"	STRASCONCRETE	NO LIGHT FIXTURES	4'-0"	NOTE 1
LP116	KING LUMINAIRE	K1780 PHAR-0-REBEL-120V-424-PR-3-8M-41-100	32'-0"	STRASCONCRETE	KCS2470-08-CRPH-3006-A	4'-0"	NOTE 1
LP117	KING LUMINAIRE	K1780 PHAR-0-REBEL-120V-424-PR-3-8M-41-100	32'-0"	STRASCONCRETE	KCS2470-08-CRPH-3006-A	4'-0"	NOTE 1
LP118	KING LUMINAIRE	K1780 PHAR-0-REBEL-120V-424-PR-3-8M-41-100	32'-0"	STRASCONCRETE	KCS2470-08-CRPH-3006-A	4'-0"	NOTE 1
LP119	KING LUMINAIRE	K1780 PHAR-0-REBEL-120V-424-PR-3-8M-41-100	32'-0"	STRASCONCRETE	KCS2470-08-CRPH-3006-A	4'-0"	NOTE 1
LP120	KING LUMINAIRE	K1780 PHAR-0-REBEL-120V-424-PR-3-8M-41-100	32'-0"	STRASCONCRETE	KCS2470-08-CRPH-3006-A	4'-0"	NOTE 1

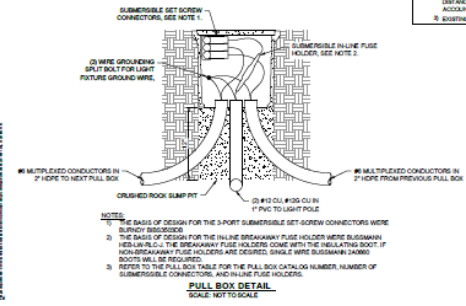
NOTES:
 1) REFER TO PLAN SHEETS FOR THE LIGHTING WIRING SCHEMATIC.
 2) REFER TO OVERHEAD OF WIRING SHEETS FOR WIRE INFORMATION ON THE WOOD POLE INSTALLATION.

PRIMARY CONDUCTORS				PULL BOX		METER PRESETAL		METER BRACKET		REMARKS	
NAME	TYPE	SIZE	LENGTH (FT)	MANUFACTURER	CATALOG NUMBER	REMARKS	TYPE	SIZE	REMARKS	TYPE	REMARKS
PH101	ALUMINUM	1/2"	100	QUAZITE	PC12738412	NOTE 1	MP101	3/4"	3/4"	MP101	NOTE 2
PH102	ALUMINUM	1/2"	100	QUAZITE	PC12738412	NOTE 1	MP102	3/4"	3/4"	MP102	NOTE 2
PH103	ALUMINUM	1/2"	100	QUAZITE	PC12738412	NOTE 1	MP103	3/4"	3/4"	MP103	NOTE 2
PH104	ALUMINUM	1/2"	100	QUAZITE	PC12738412	NOTE 1	MP104	3/4"	3/4"	MP104	NOTE 2
PH105	ALUMINUM	1/2"	100	QUAZITE	PC12738412	NOTE 1	MP105	3/4"	3/4"	MP105	NOTE 2
PH106	ALUMINUM	1/2"	100	QUAZITE	PC12738412	NOTE 1	MP106	3/4"	3/4"	MP106	NOTE 2
PH107	ALUMINUM	1/2"	100	QUAZITE	PC12738412	NOTE 1	MP107	3/4"	3/4"	MP107	NOTE 2
PH108	ALUMINUM	1/2"	100	QUAZITE	PC12738412	NOTE 1	MP108	3/4"	3/4"	MP108	NOTE 2
PH109	ALUMINUM	1/2"	100	QUAZITE	PC12738412	NOTE 1	MP109	3/4"	3/4"	MP109	NOTE 2
PH110	ALUMINUM	1/2"	100	QUAZITE	PC12738412	NOTE 1	MP110	3/4"	3/4"	MP110	NOTE 2
PH111	ALUMINUM	1/2"	100	QUAZITE	PC12738412	NOTE 1	MP111	3/4"	3/4"	MP111	NOTE 2
PH112	ALUMINUM	1/2"	100	QUAZITE	PC12738412	NOTE 1	MP112	3/4"	3/4"	MP112	NOTE 2
PH113	ALUMINUM	1/2"	100	QUAZITE	PC12738412	NOTE 1	MP113	3/4"	3/4"	MP113	NOTE 2
PH114	ALUMINUM	1/2"	100	QUAZITE	PC12738412	NOTE 1	MP114	3/4"	3/4"	MP114	NOTE 2
PH115	ALUMINUM	1/2"	100	QUAZITE	PC12738412	NOTE 1	MP115	3/4"	3/4"	MP115	NOTE 2
PH116	ALUMINUM	1/2"	100	QUAZITE	PC12738412	NOTE 1	MP116	3/4"	3/4"	MP116	NOTE 2
PH117	ALUMINUM	1/2"	100	QUAZITE	PC12738412	NOTE 1	MP117	3/4"	3/4"	MP117	NOTE 2
PH118	ALUMINUM	1/2"	100	QUAZITE	PC12738412	NOTE 1	MP118	3/4"	3/4"	MP118	NOTE 2
PH119	ALUMINUM	1/2"	100	QUAZITE	PC12738412	NOTE 1	MP119	3/4"	3/4"	MP119	NOTE 2
PH120	ALUMINUM	1/2"	100	QUAZITE	PC12738412	NOTE 1	MP120	3/4"	3/4"	MP120	NOTE 2

NOTES:
 1) (S) ONLY METAL PULLEY IF THERE BOX IS
 2) HORIZONTAL CONDUITS ARE APPROXIMATE STRAIGHT LINE DISTANCES. ADD MORE CONDUCTOR LENGTH AS NEEDED TO ACCOMMODATE BENDS, SPLICES, AND WIRE TOLE NUMBER
 3) ROUTING UNDERGROUND PRIMARY TO REWMAN

NOTES:
 1) INSTALL (S) THREE SHORT SUBMERSIBLE CONNECTORS A SUGGESTED BY BOWMAN
 2) INSTALL (S) THREE SHORT SUBMERSIBLE CONNECTORS (S) SUBMERSIBLE FUSED CONNECTOR A SUGGESTED BY BOWMAN
 3) INSTALL PULL BOX WITH A MINIMUM OF 3 FEET BETWEEN THE POLE AND PULL BOX.

NOTES:
 1) INSTALL NEW 120V SINGLE METER PRESETAL FOR FUTURE RECREATION RESERVE
 2) INSTALL NEW 120V DOUBLE METER PRESETAL FOR FUTURE RECREATION RESERVE
 3) INSTALL NEW 120V DOUBLE METER PRESETAL FOR STREET LIGHTING. INSTALL (S) BEFORE UNLOCKED ROAD AND MAKE A NEUTRAL TO GROUND SCHEMATIC IN THE METER PRESETAL.



NOTES:
 1) THE BASIS OF DESIGN FOR THE 3-PORT SUBMERSIBLE SET-SCREW CONNECTORS WERE BURNED BIDDING
 2) THE BASIS OF DESIGN FOR THE IN-LINE SUBMERSIBLE FUSE HOLDERS WERE BURNED BIDDING
 3) THE BASIS OF DESIGN FOR THE BREAKAWAY FUSE HOLDERS WERE BURNED BIDDING
 4) NON-BURNED BIDDING FUSE HOLDERS ARE COULDED. SINGLE WIRE SUBMERSIBLE BIDDING BOOTS WILL BE REQUIRED.
 5) REFER TO THE PULL BOX TABLE FOR THE PULL BOX CATALOG NUMBER, NUMBER OF SUBMERSIBLE CONNECTORS, AND IN-LINE FUSE HOLDERS.



2024 NORTHLAND SUBDIVISION ELECTRICAL IMPROVEMENTS DAVID C. TY, NEBRASKA

ELECTRICAL TABLES & DETAILS



PROJECT NO: 2023003
 DRAWING NO: E2.1
 DATE: 02/28/24
 SCALE: AS SHOWN
 PROJECT: 2024 NORTHLAND SUBDIVISION ELECTRICAL IMPROVEMENTS
 DRAWING: E2.1 ELECTRICAL TABLES & DETAILS
 DESIGNER: DAVID C. TY
 CHECKED: DAVID C. TY
 APPROVED: DAVID C. TY
 LICENSE NO: 0000000000
 EXPIRES: 12/31/2024



Council member Keith Marvin made a motion to approve the appointment of a Downtown Revitalization Committee consisting of Council member Jim Angell, Building Inspector Gary Meister, Recreation Coordinator Will Reiter, Greg Ashoff, Tara Korthals, Tricia Schmit and Carrie Gottschalk. Council Member Bruce Meysenburg seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea
 Yea: 6, Nay: 0

Council member Pat Meysenburg made a motion to approve the quote from Brian Beringer for an HVAC system at the wastewater treatment facility. Council Member Tom Kobus seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea
 Yea: 6, Nay: 0

DIKITA DEKINDER
1562 45TH AVE.
COLUMBUS, NE 68601
402-641-2719

DAVID CITY WASTEWATER OFFICE

OPTION 1 → INSTALL A NEW 2 TON
A/C UNIT TO THE
EXISTING AIR HANDLER
\$ 2691

OPTION 2 → INSTALL A NEW 2 TON
HEATPUMP UNIT TO THE
EXISTING AIR HANDLER
\$ 3434

OPTION 3 → INSTALL A NEW 2 TON
A/C UNIT TO A NEW
2 1/2 TON AIR HANDLER
WITH 15 KW HEATER
PACKAGE
\$ 5335

OPTION 4 → INSTALL A NEW 2 TON
HEATPUMP UNIT TO A
NEW 2 1/2 TON AIR HANDLER
WITH 15 KW HEATER
PACKAGE

≈ 75%

Savings

Heat Pump vs. Furn. Heat usage

\$ 6077

Mayor Jessica Miller stated that the next agenda item was discussion regarding swimming pool hours and fees.

Interim City Administrator Tami Comte stated that Aquatic Center Manager Gracyn Wollmer came up with some suggestions for the swimming pool for the 2024 season.

After some discussion it was determined that the suggestions would be incorporated into a Resolution and presented at the next City Council meeting.

Recommendations:

- DCFAC Pool Hours: 12pm – 7pm (family hour would be 6pm-7pm)
 - o This would eliminate the problem of wandering kids during family hour and kids above the age of 5 trying to stay and swim.
 - o Swimmers and the daycares are lined up to enter the facilities 20+ minutes in advance when they come swim – it is hot out and kids are ready to come swim by noon – the pool would now be busy from 12-4pm rather than 1-4
 - o There is currently almost no profit being made after 6:30pm. (overall, there is an enormous loss in the two hours from 6:30-8:30 when we have 1 manager, 4 lifeguards, 2 office workers, and the slide is running all while there is 5 swimmers that all have pool passes).
 - After family hour there is an average of 10 swimmers for the remainder of the evening and 95% of the time, they have pool passes.
 - Once dinner time has passed, people rarely come to the concession.
 - Additionally, having the concessions open at noon, rather than 1pm would create more lunch time concessions revenue.
 - o The staff would not have to leave for 45 minutes just to come back to work for an hour (office workers leave around 7:30, and by 8:30 we only have 2 guards).
 - o The pool would be able to start pool parties at 7pm rather than waiting until 8:30
 - Staff would be more inclined to want to work pool parties because they would be home before 10pm
 - Patrons would be more inclined to rent the pool (last year a couple families had an interest in renting the pool, but decided not to because the hours were so late for their younger kids)

- Surrounding Pool's Hours
 - David City Current Hours
 - 1pm - 8:30pm (7.5 hours)
 - Pawnee Plunge
 - Monday – Thursday 12-5, 6:30-8:30 (7 hours)
 - Friday – Sunday 12-7pm (7 hours)
 - Wahoo
 - Sunday – Thursday 1-5pm, 6-8pm (6 hours)
 - Friday – Saturday 1-6pm (5 hours)
 - Schuyler
 - Monday – Friday 1-5, 6:30-8:30 (6 hours)
 - Saturday – Sunday 1-7pm (6 hours)
 - Seward
 - Monday – Saturday 12-5, 6-8pm (7 hours)
 - Sunday 1pm-6pm (5 hours)

- Shelby
 - Monday – Saturday 1-5:30, 6:30-8:30 (6 hours)
 - Sunday 1-6 (5 hours)
- York
 - Monday – Friday 1-7:50 (6 hours)
 - Saturday – Sunday 1-4:50 (4 hours)

This shows that out of 7 surrounding pools, the David City Family Aquatic Center is open for the longest period of time. We are also the only pool out of the 7 to not have different weekday and weekend hours. By changing our hours from 1:00pm – 8:30pm to 12:00pm – 7:00pm, we will decrease our total open hours from 7.5 to 7 per day. By being open for even 30 minutes less per day, we can reduce the money spent on wages by roughly \$30 per day. If the pool is open for 80 days, then this would be \$2,400 in saved money.

- $(1 \text{ manager} \times \$18 + 3 \text{ guards} \times \$14) / 2$ --- equals \$30

Swimming Lessons:

- Increase price of swimming lessons
 - o Public lessons cost \$30 for those without memberships and \$20 with memberships
 - o Guards teaching the class gets paid \$14 per hour
 - o We usually have around 8 kids sign up for level 2 or 3, but besides that the numbers are very low – usually 2-3 kids for level 4 and maybe 1-2 for level 5
 - So, if a guard is teaching a class from 10-10:45 Monday – Thursday, this will equal \$42 in wages for the guard – and if there is only 1-3 kids in a class continually, very minimal profit, if not loss is being made
- David City charges \$20 if you have a membership and \$30 w/o a membership
 - o \$6.67 per hour with a membership
 - o \$10 per hour without a membership
- Columbus Aquatic Center Public Lessons: charges \$60 (6, 45 minute sessions)
 - o \$13.33 per hour for lessons
- York Aquatic Center charges \$35 for 4, 30 minute sessions
 - o \$17.50 per hour for public lessons
- Seward charges \$40 (5 days for 45 minute sessions)
 - o \$10.67 per hour

DCFAC Public Swimming Lessons: \$20 w/ pass and \$30 w/o pass (for 4, 45 minute sessions)

DCFAC Private Swimming Lessons: \$56 w/ a \$17.50 fee for instructors (for 5, 30 minute sessions)

- Private Lessons:
 - o So, an instructor is only making \$15.40 per hour – whereas a manager makes \$18 per hour while the pool is open, so it's hard to make it worth our time

When you look at private lessons in Lincoln, a singular class is \$60+. Private Lessons in Columbus can be \$35 per 30-minute class. I know multiple people that drive 20-40 minutes to bring their kids to David City for lessons because our cost is below half the price of

places close to them. We can keep our costs low, but these prices haven't increased in 10+ years. We have more children that want private lessons than we have guards willing to give them. If we charged \$70, rather than the \$56 the guards would be more inclined to teach more lessons. The new hours would also benefit parents that work and would allow them to schedule lessons from 6-7, or even after close.

DCFAC Current Pricing:

Adult Day Pass: \$5
Child Day Pass: \$3

Family Pass: \$140
Couple Pass: \$100
Individual Pass: \$70
Senior Pass: \$65

Punch Cards (12 punches):
Student: \$30
Adult: \$50

Public Swimming Lessons: \$20 w/ pass and \$30 w/o pass
Private Swimming Lessons: \$56 w/ a \$17.50 fee for instructors

Surrounding Pools Current Pricing:

York

Adult Day Pass: \$6
Child/Senior Day Pass: \$4
Individual Adult Season Pass: \$58
Individual Senior/Child Season Pass: \$87
Family Season Pass: \$150
Joint Pass: \$110
Child/Senior Punch Card: \$35 for 10 visits
Adult Punch Card: \$46 for 10 visits
2 hour after hours pool rental: \$400

Seward:

Adult Day Pass: \$5
Child/Senior Day Pass: \$4
Individual Season Pass: \$75
Family Season Pass: \$150
Public Swimming Lessons Fee: \$40 (5 days versus our 4 days)

Pawnee Plunge:

Day Pass (4 & older): \$10
Individual Season Pass: \$125
Family Season Pass: \$400
25 punches punch card: \$125
Facility Rental: \$500 per hour
Lap Pool Rental: \$150 per hour (with only 1 guard, 1 manager, and 1 office worker)

Wahoo:

Adult Day Pass: \$6
Youth/Senior Day Pass: \$4
Individual Youth Season Pass: \$85 (\$91.38 with tax)
Individual Adult Season Pass: \$105 (112.88 with tax)
Family Season Pass: \$165 (\$177.38 with tax)
Babysitter Pass: \$30 with the purchase of a family or youth season pass
Pool Rental: \$140 per hour (plus tax)

Schuyler (2019):

Youth Day Pass: \$4
Adult Day Pass: \$5
Individual Season Pass: \$85
Family Season Pass: \$175
Pool Rental: \$100 per hour (no office or slide workers needed)

Pool Party Rental:

- Without the slide
 - o 3 guards, 1 office worker, 1 manager
 - o \$71 per hour in wages
- With the slide
 - o 4-5 guards, 2 office workers, 1 manager
 - o \$96-\$110 per hour in wages

I fully am aware and understand that running the aquatic center is not done with the intent or goal to make a profit. But I do see a variety of aspects that could be improved that would greatly minimize our loss.

Overall changes I believe should be implemented:

- Hours: 12pm – 7pm

- Admission
 - o Single Day Child: \$4
 - o Single Day Adult \$6
 - o Family Pass: \$150
 - o Couple Pass: \$110
 - o Individual Pass: \$80 - \$85
- Swimming Lessons
 - o Public
 - \$25 with a pass
 - \$35 without a pass
 - The trend with the surrounding pools seems to be \$11-\$18 per hour of lessons, so I think we should move them to \$30 and \$40, but the \$5 increase would be sufficient for now.
 - o Private
 - \$70 for 5, 30-minute slots
- Pool Rental
 - o An hour pool rental without the slide, should cost AT LEAST \$100
 - o An hour pool rental with the slide should cost AT LEAST \$150
 - Even with this increase, we would still be charging substantially less than the surrounding pools.

Council member Keith Marvin made a motion to approve taking bids for the lot legally described as Lot 7 and the North Half (N ½) of Lot10, Block 10, East David City Addition to David City (Parcel #120006931) with a minimum bid of \$11,900. Council Member Pat Meysenburg seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat

Meysenburg: Yea, Kevin Woita: Yea

Yea: 6, Nay: 0

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[SPACE ABOVE LINE RESERVED FOR REGISTER OF DEEDS]

When Recorded, Return to:

David C. Levy
Baird Holm LLP
1700 Farnam Street Ste. 1500
Omaha, NE 68102

SHERIFF'S DEED

KNOWN ALL PERSONS BY THESE PRESENTS, that on March 23, 2021, in an action then pending in the District Court of Butler County, Nebraska ("**Court**"), Case No. CI 20-93, in which the City of David City, Nebraska, a political subdivision ("**City**"), was Plaintiff and NICK R. SVOBODA, ALL PERSONS/ENTITIES HAVING OR CLAIMING ANY RIGHT, INTEREST OR TITLE IN AND TO Lot Seven (7) and the North Half (N1/2) of Lot Ten (10), Block Ten (10), East David City Addition to David City, Butler County, Nebraska, and JOHN DOE and MARY DOE, REAL NAMES UNKNOWN, (collectively "**Svoboda**") was Defendant, default judgment was rendered in favor of City against Svoboda in the principal amount of the special assessments as alleged therein, plus interest, title report costs, court costs, costs of filing a lis pendens and any attorney fees allowed by law (the "**Judgment**"); and

WHEREAS, the principal amount of the Special Assessments at the time of Judgement were \$1,316.77 plus interest, title report costs were \$324.74, and attorney's fees allowed by law were \$853.80; and

WHEREAS, the Judgement further ordered and adjudged that an order of sale be issued to by the Sheriff of Butler County, Nebraska, commanding him to advertise and sell ("**Sheriff's Sale**") according to law the following described real property (the "**Property**"), to wit:

Lot Seven (7) and the North Half (N1/2) of Lot Ten (10), Block Ten (10), East David City Addition to David City, Butler County, Nebraska.

WHEREAS, the Judgement permitted the City to offset bid all or part of the Judgment rendered in its favor herein, and apply the proceeds arising from said sale:

1. To the payment of the costs of this action and of said sale;
2. To the payment of any and all taxes and assessments, and any interest and penalties thereon, that may be due on the Property as of the date of the sale;
3. To the payment of the Judgment as required herein; and
4. That the remainder, if any, be paid to the Clerk of the Court subject to the further order of the Court.

WHEREAS, on the 23rd day of August, 2021, the Court issued an Order of Sale, upon the

Judgment, that was directed and delivered to the Sheriff of Butler County, Nebraska, and which recited the aforesaid Judgment and commanding the Sheriff of Butler County, Nebraska to proceed according to law, and advertise and sell the Property, without appraisalment, without redemption rights, and apply the proceeds as directed by the Judgment; and

WHEREAS, 1st day of October, 2021, the Sheriff of Butler County, Nebraska, having first given notice of the time and place of sale for more than four consecutive weeks prior to said sale date by advertisement published in *The Banner-Press*, a weekly paper, printed and published continuously and uninterruptedly in Butler County, Nebraska, during the period of 52 consecutive weeks immediately prior to the first publication of the advertisement and of general circulation in Butler County, Nebraska, sold the Property, without appraisalment, without redemption rights, the City for a sum of one dollar and zero cents (\$1.00), it being the highest and best bid therefore; and

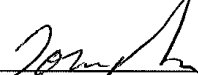
WHEREAS, on the 19th day of December, 2023, the Court having carefully examined the proceedings of the Sheriff of Butler County, Nebraska in making said sale, and being satisfied that said sale had been made in all respects in conformity to law, and the statutes in such cases made and provided, it was on the motion of the City the Court considered, ordered and adjudged that such sale was confirmed and the Clerk of said Court was directed to make an entry in the journal that the Court was satisfied of the legality of said sale, and an order was made by the Court confirming said sale, and, in recognition of the termination, waiver or extinguishment of redemption rights having occurred, directing the Sheriff of Butler County, Nebraska to execute a good and sufficient Sheriff's Deed to the Property.

NOW, THEREFORE, I, TOM DION, Sheriff of Butler County, Nebraska, in consideration of the Property, and by virtue of the authority in me vested by law, do hereby give, grant and convey unto **THE CITY OF DAVID CITY, NEBRASKA**, a political subdivision its successors and assigns forever, the Property so sold as aforesaid.

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging forever.

IN WITNESS WHEREOF, I, TOM DION, Sheriff of Butler County, Nebraska have hereunto set my hand this 22 day of February, 2024.

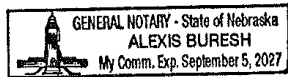
SHERIFF OF BUTLER COUNTY, NEBRASKA

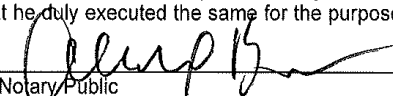


TOM DION, Sheriff

STATE OF NEBRASKA)
) ss.
COUNTY OF BUTLER)

BE IT KNOWN BY ALL PRESENT, that on this 22 day of February 2024, before me, the undersigned Notary Public in and for the County and State aforesaid, came **SHERIFF TOM DION**, Sheriff of Butler County, Nebraska, who is personally known to me to be the same person who executed the within instrument of writing as grantor and such person duly acknowledged to me that the same was his voluntary act and deed, and that he duly executed the same for the purpose therein expressed.





Notary Public
Sept. 5th, 2027
My commission expires:

Council member Keith Marvin made a motion to approve taking bids for the lot legally described as Lot 2 and the North Half (N ½) of Lot3, Block 10, East David City Addition to David City (Parcel #120006916) with a minimum bid of \$24,000. Council Member Bruce Meysenburg seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0

[SPACE ABOVE LINE RESERVED FOR REGISTER OF DEEDS]

When Recorded, Return to:

David C. Levy
Baird Holm LLP
1700 Farnam Street Ste. 1500
Omaha, NE 68102

SHERIFF'S DEED

KNOWN ALL PERSONS BY THESE PRESENTS, that on March 23, 2021, in an action then pending in the District Court of Butler County, Nebraska ("**Court**"), Case No. CI 20-92, in which the City of David City, Nebraska, a political subdivision ("**City**"), was Plaintiff and NICK R. SVOBODA, ALL PERSONS/ENTITIES HAVING OR CLAIMING ANY RIGHT, INTEREST OR TITLE IN AND TO Lot Two (2) and the North Half (N1/2) of Lot Three (3), Block Ten (10), East David City Addition to David City, Butler County, Nebraska, and JOHN DOE and MARY DOE, REAL NAMES UNKNOWN, (collectively "**Svoboda**") was Defendant, default judgment was rendered in favor of City against Svoboda in the principal amount of the special assessments as alleged therein, plus interest, title report costs, court costs, costs of filing a lis pendens and any attorney fees allowed by law (the "**Judgment**"); and

WHEREAS, the principal amount of the Special Assessments at the time of Judgement were \$23,954.69 plus interest, title report costs were \$323.18, and attorney's fees allowed by law were \$853.80; and

WHEREAS, the Judgement further ordered and adjudged that an order of sale be issued to by the Sheriff of Butler County, Nebraska, commanding him to advertise and sell ("**Sheriff's Sale**") according to law the following described real property (the "**Property**"), to wit:

Lot Two (2) and the North Half (N1/2) of Lot Three (3), Block Ten (10), East David City Addition to David City, Butler County, Nebraska.

WHEREAS, the Judgement permitted the City to offset bid all or part of the Judgment rendered in its favor herein, and apply the proceeds arising from said sale:

1. To the payment of the costs of this action and of said sale;
2. To the payment of any and all taxes and assessments, and any interest and penalties thereon, that may be due on the Property as of the date of the sale;
3. To the payment of the Judgment as required herein; and
4. That the remainder, if any, be paid to the Clerk of the Court subject to the further order of the Court.

WHEREAS, on the 23rd day of August, 2021, the Court issued an Order of Sale, upon the

Judgment, that was directed and delivered to the Sheriff of Butler County, Nebraska, and which recited the aforesaid Judgment and commanding Sheriff Dion to proceed according to law, and advertise and sell the Property, without appraisal, without redemption rights, and apply the proceeds as directed by the Judgment; and

WHEREAS, 1st day of October, 2021, the Sheriff of Butler County, Nebraska, having first given notice of the time and place of sale for more than four consecutive weeks prior to said sale date by advertisement published in *The Banner-Press*, a weekly paper, printed and published continuously and uninterruptedly in Butler County, Nebraska, during the period of 52 consecutive weeks immediately prior to the first publication of the advertisement and of general circulation in Butler County, Nebraska, sold the Property, without appraisal, without redemption rights, the City for a sum of eleven-thousand dollars and zero cents (\$11,000.00), it being the highest and best bid therefore; and

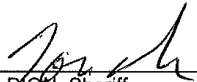
WHEREAS, on the 19th day of December, 2023, the Court having carefully examined the proceedings of the Sheriff of Butler County, Nebraska, in making said sale, and being satisfied that said sale had been made in all respects in conformity to law, and the statutes in such cases made and provided, it was on the motion of the City the Court considered, ordered and adjudged that such sale was confirmed and the Clerk of said Court was directed to make an entry in the journal that the Court was satisfied of the legality of said sale, and an order was made by the Court confirming said sale, and, in recognition of the termination, waiver or extinguishment of redemption rights having occurred, directing the Sheriff of Butler County, Nebraska, to execute a good and sufficient Sheriff's Deed to the Property.

NOW, THEREFORE, I, **TOM DION**, Sheriff of Butler County, Nebraska, in consideration of the Property, and by virtue of the authority in me vested by law, do hereby give, grant and convey unto **THE CITY OF DAVID CITY, NEBRASKA**, a political subdivision, its successors and assigns forever, the Property so sold as aforesaid.

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging forever.

IN WITNESS WHEREOF, I, **TOM DION**, Sheriff of Butler County, Nebraska have hereunto set my hand this 22 day of February, 2024.

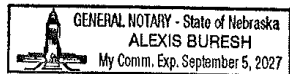
SHERIFF OF BUTLER COUNTY, NEBRASKA

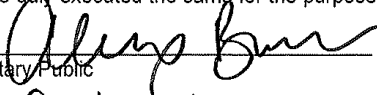


TOM DION, Sheriff

STATE OF NEBRASKA)
) ss.
COUNTY OF BUTLER)

BE IT KNOWN BY ALL PRESENT, that on this 22 day of February 2024, before me, the undersigned Notary Public in and for the County and State aforesaid, came **SHERIFF TOM DION**, Sheriff of Butler County, Nebraska, who is personally known to me to be the same person who executed the within instrument of writing as grantor and such person duly acknowledged to me that the same was his voluntary act and deed, and that he duly executed the same for the purpose therein expressed.





Notary Public
Sept. 5th, 2027
My commission expires:

Council member Jim Angell made a motion to approve posting meeting notices instead of publishing. The Council wants to post at the City Office, the Library, the Butler County Courthouse and the Post Office. Council Member Kevin Woita seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0

Council member Bruce Meysenburg made a motion to recess the City Council meeting at 7:43 p.m. Council Member Tom Kobus seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0

Council member Bruce Meysenburg made a motion to reconvene the City Council meeting at 8:05 p.m. Council Member Pat Meysenburg seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0

Council member Jim Angell made a motion to enter into closed session to discuss personnel and litigation. Council Member Kevin Woita seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0

Mayor Jessica Miller stated, "Now, at 8:06 p.m., we are going into closed session to discuss personnel and litigation. Mayor Jessica Miller, all of the Council members, City Attorney Michael Sands, Interim City Administrator Tami Comte and Deputy City Clerk Lori Matchett went into closed session at 8:06 p.m.

Council member Keith Marvin made a motion to reconvene in open session. Council Member Jim Angell seconded the motion. The motion carried and Mayor Jessica Miller declared the meeting reconvened at 8:39 p.m.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0

Council member Keith Marvin made a motion to adjourn. Council Member Jim Angell seconded the motion. The motion carried and Mayor Jessica Miller declared the meeting adjourned at 8:40 p.m.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0



CERTIFICATION OF MINUTES
February 28, 2024

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 February 28, 2024; 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