

CITY COUNCIL PROCEEDINGS

June 13, 2012

The City Council of the City of David City, Nebraska, met in open public session in the meeting room of the City Office, 557 N 4th Street, David City, Nebraska. The Public had been advised of the meeting by publication of notice in The Banner Press on June 7th, 2012 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 during regular office hours. No new items were added to the agenda during the twenty-four hours immediately prior to the opening of the Council meeting.

Present for the meeting were: Mayor Alan Zavodny, Council members Gary Kroesing, John Vandenberg, Ruddy Svoboda, Bill Scribner, Mike Rogers, Gary Smith, City Attorney James Egr, Interim City Administrator Joan Kovar and Interim City Clerk Tami Comte.

Also present were: Police Chief Anthony McPhillips, Water/Sewer Supervisor Gary Janicek, Joy Fountain, Carol Brehm, J. Robert Palik, Carolyn Yates, Janis Cameron, Steve Reiter, Mary Lou Null, Wendell Miska, Jim Redler, Rose McPhillips, Connie Colter, Lillian and Ken Karenka and Banner Press Editor Larry Peirce.

The meeting opened with the Pledge of Allegiance.

Mayor Zavodny informed the public of the "Open Meetings Act" posted on the east wall of the meeting room.

The minutes of the May 9, 2012 meeting of the Mayor and City Council were approved upon a motion by Council member Vandenberg and seconded by Council member Rogers. Voting AYE: Council members Svoboda, Rogers, Scribner, Vandenberg, Kroesing and Smith. Voting NAY: None. The motion carried.

Mayor Zavodny called for Committee and Officers Reports. Mayor Zavodny stated that all of the departments have a lot going on.

Council member Scribner commended the police department on an outstanding job with the hospital evacuation when the gas line was cut.

Connie Colter stated that Gehring construction had placed pipes, machinery, cement blocks, etc. on Rick Cemper's property at the corner of 10th & I Street. She stated that she felt that she should have been asked to put these items on the property.

Lillian & Ken Kurynka who reside at Sunshine Court stated that they have terribly dirty water and they have 6 month filters that are only lasting 3 months.

Council member Kroesing stated that Kirkham, Michael, Inc. would like the office to make a note of the names and addresses of people that have water complaints.

Council member Smith made a motion to accept the committee and officers reports as presented. Council member Vandenberg seconded the motion. Voting AYE: Council members

Svoboda, Rogers, Scribner, Vandenberg, Kroesing and Smith. Voting NAY: None. The motion carried.

Council member Smith made a motion to approve Payment No. 2 to Gehring Construction & Ready Mix Co., Inc. for Project No. 011-0758 for Street Improvements. Council member Rogers seconded the motion. Voting AYE: Council members Svoboda, Vandenberg, Scribner, Rogers, Smith and Kroesing. Voting NAY: None. The motion carried.



CERTIFICATE OF PAYMENT NO. 2

201 East 2nd Street, Grand Island, Nebraska 68801

Date of Issuance: June 13, 2012

Project: Industrial Drive and 'O' Street Improvements, Municipal Street Improvements, David City, Nebraska, 2012 Project No. 011-0758

Contractor: Gehring Construction & Ready Mix Co., Inc., 5424 West Meadow Drive, Columbus, NE 68601

DETAILED ESTIMATE		
Description	Unit Prices	Extension
See Attached		

PLEASE REMIT PAYMENT TO: Gehring Construction & Ready Mix Co., Inc.

Value of Work Completed and materials stored: \$629,957.40

Original Contract Cost: \$1,104,946.05
 Approved Change Orders:
 No. 1 \$ 153,466.70
 No. _____
 No. _____
 No. _____
 No. _____
 Total Contract Cost: \$1,258,412.75

Value of completed work and materials stored. \$629,957.40
 Less retained percentage (10 %) \$62,995.74
 Net amount due including this estimate \$566,961.66

Less: Estimates previously approved:

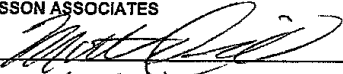
No. 1 \$101,027.52	No. 7 _____	No. 13 _____
No. 2 _____	No. 8 _____	No. 14 _____
No. 3 _____	No. 9 _____	No. 15 _____
No. 4 _____	No. 10 _____	No. 16 _____
No. 5 _____	No. 11 _____	
No. 6 _____	No. 12 _____	

Total Previous Estimates \$101,027.52

NET AMOUNT DUE THIS ESTIMATE \$465,934.14

The undersigned hereby certifies that the work done and materials delivered have been checked as to quantity and conformance with the plans and specifications and the Contractor, in accordance with the contract, is entitled to payment as indicated above.

OLSSON ASSOCIATES

By: 

Date: 6-8-12

Mayor Zavodny stated that the Northwest Drainage project is actually ahead of schedule, however, we won't be able to tell if the project worked until we get a heavy rain.

Council member Kroesing stated that there is a property owner that has concerns about a part of the project. Mayor Zavodny asked Council member Kroesing if the citizen's concerns could be addressed by Street Superintendent Jim McDonald. Council member Kroesing stated that McDonald could certainly try to address his concerns.

Council member Rogers made a motion to approve Construction Progress Application No. 1 for the Northwest Drainage Project and payment to Van Kirk Brothers Contracting. Council member Smith seconded the motion. Voting AYE: Council members Vandenberg, Smith, Rogers, Svoboda, Kroesing, and Scribner. Voting NAY: None. The motion carried.

APPLICATION FOR PAYMENT

PROJECT: David City NW Drainage Improvement Project

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ENGINEER: Upper Big Blue Natural Resources District

ENGINEER'S PROJECT NO.

TO: (OWNER) City of David City
 557 4th Street
 David City, NE 68632

CONTRACTOR: Van Kirk Bros. Contracting
 CONTRACT FOR: Storm Sewer Installation

APPLICATION DATE: 05/30/12 APPLICATION NO.: 1
 FOR WORK ACCOMPLISHED THROUGH THE DATE OF: May 30, 2012

CHANGE ORDER SUMMARY:

Application is made for payment, as shown below in connection with the Contract.

The present status of the account is as follows:

ORIGINAL CONTRACT PRICE..... \$ 1,891,889.00
 Net Change by Change Orders
 & Written Amendments..... \$ 14,750.65
 CURRENT CONTRACT PRICE..... \$ 1,906,639.65
 TOTAL COMPLETED & STORED TO DATE..... \$ 505,896.44
 LESS RETAINAGE : 10% 50,589.64
 TOTAL COMPLETED & STORED TO DATE
 LESS RETAINAGE..... \$ 455,306.80
 LESS PREVIOUS APPLICATION FOR
 PAYMENTS..... \$ -
 AMOUNT DUE THIS APPLICATION..... \$ 455,306.80

CO #	DATE	ADDITIONS	DEDUCTIONS
1	Mar-12		(39,495.35)
2	Mar-12	\$ 39,500.00	\$
3	10-Apr	\$ 14,746.00	
TOTAL		\$ 54,246.00	\$ (39,495.35)
NET CHANGE		\$	14,750.65

The undersigned CONTRACTOR certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract referred to above have been applied to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 1, inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

CONTRACTOR: Van Kirk Bros. Contracting

By: Melissa Schanderman

Date: 6/8/12

Engineer: Upper Big Blue NRD

BY: [Signature] 6/8/2012

OWNER: City of David City

BY: _____

Mayor Zavodny asked for consideration of claims. Council member Kroesing made a motion to authorize the payment of claims and Council member Scribner seconded the motion. Voting AYE: Council members Svoboda, Vandenberg, Scribner, Rogers, Smith and Kroesing. Voting NAY: None. The motion carried.

Council member Kroesing introduced Ordinance No. 1173 and made a motion to suspend the statutory rule that requires an Ordinance be read on three separate days. Council member Smith seconded the motion. Voting AYE: Council members Smith, Kroesing, Rogers, Svoboda, Scribner and Vandenberg. Voting NAY: None. The motion carried.

Council member Kroesing made a motion to pass Ordinance No. 1173 on third and final reading. Council member Smith seconded the motion. Voting AYE: Council members Kroesing, Smith, Scribner, Rogers, Svoboda and Vandenberg. Voting NAY: None. The motion carried and Ordinance No. 1173 was passed on third and final reading as follows:

ORDINANCE NO. 1173

AN ORDINANCE TO CONVEY BY WARRANTY DEED A TRACT OF LAND DESCRIBED AS FOLLOWS:

315 South 4th Street, David City, Nebraska

Legally described as: David City PT NE $\frac{1}{4}$ NW $\frac{1}{4}$
Cedar Lawn Addition (30 – 15- 3);

Lot Width x Depth: 160 x 224

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

SECTION 1. That Notice of this tract of land described below has been given according to law by publication once each week for three (3) consecutive weeks; that thirty (30) days have passed since the last publication on May 3, 2012, for the right-of-remonstrance period; that the period of remonstrance has passed; and that no remonstrance has been filed.

SECTION 2. That a tract of land described as follows:

315 South 4th Street, David City, Nebraska

Legally described as: David City PT NE $\frac{1}{4}$ NW $\frac{1}{4}$
Cedar Lawn Addition (30 – 15- 3);

Lot Width x Depth: 160 x 224

is hereby conveyed by Warranty Deed and by this Ordinance to **Gary E. Null and Mary Lou Null**, husband and wife, with right of survivorship, who were the highest bidder of the sealed bids received and who have paid the full bid price according to the terms of the letting, which were as follows:

- (A) Purchase price bid of Thirty Thousand Dollars (\$30,000.00).
- (B) 10% down payment with the balance payable within 90 days, sale pending the approval of City Council.
- (C) The buyer shall pay all closing costs.
- (D) Possession upon payment of balance.

SECTION 3. The City Clerk shall upon passage of this Ordinance certify the name of The Purchaser to the Register of Deeds/County Clerk of Butler County, Nebraska.

SECTION 4. The Mayor and City Clerk are authorized to execute the necessary Warranty Deed to the Purchasers.

SECTION 5. That any other Ordinance or part of Ordinance passed and approved prior to the passing, approval, and publication or posting of the Ordinance and in conflict with its possession is hereby repealed.

SECTION 6. This Ordinance shall take effect and be in full force from and after its passage, approval, and publication or posting as required by law.

PASSED AND APPROVED this 13th day of June, 2012.

Mayor Alan Zavodny

Interim City Clerk Tami Comte

State of Nebraska)
) ss.
County of Butler)

The foregoing Ordinance was acknowledged before me on _____, 2012 by ALAN ZAVODNY, Mayor of the City of David City, Nebraska and TAMI COMTE, Interim City Clerk of the City of David City, Nebraska in their official capacity as said Mayor and Interim City Clerk.

Notary Public Joan E. Kovar

Council member Kroesing made a motion to approve the Butler County Chamber Parade Committee Request that the City accepts responsibility concerning parade route regulations as directed by the State of Nebraska Department of Roads. Council member Rogers seconded the motion. Voting AYE: Council members Kroesing, Rogers, Smith, Svoboda, Vandenberg and Scribner. Voting NAY: None. The motion carried.

Council member Kroesing introduced Resolution No. 11 - 2012 and moved for its passage and adoption. Council member Rogers seconded the motion. Voting AYE: Council members Svoboda, Rogers, Scribner, Vandenberg, Smith, and Kroesing. Voting NAY: None. The motion carried and Resolution No. 11 - 2012 was passed and approved as follows:

RESOLUTION NO. 11 – 2012

WHEREAS, Tim and Lori Wollmer have filed an application to combine their three 50' lots located at East David City, Block 12, Lots 1, 4, & 5 to form one 150' x 140' lot,

WHEREAS, there were no objections expressed concerning the request of Tim & Lori Wollmer.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DAVID CITY, NEBRASKA, that the request of Tim and Lori Wollmer to combine their three (3) lots located at East David City, Block 12, Lots 1, 4, & 5 to form one (1) 150' x 140" lot, is hereby approved.

Dated this 13th day of June, 2012.

Mayor Alan Zavodny

Interim City Clerk Tami L. Comte

Council member Kroesing made a motion to authorize Mayor Zavodny to execute the lease agreement, requested by Steve Reiter, for the Boy Scouts of America, Troop 268, to use the building located at 660 No. 5th Street. Council member Vandenberg seconded the motion. Voting AYE: Council members Kroesing, Vandenberg, Svoboda, Rogers and Smith. Voting NAY: None. The motion carried. Council member Scribner abstained.

LEASE

THIS AGREEMENT is made and entered into this 13th day of June, 2012, between the City of David City, Nebraska hereinafter referred to as "Lessor," and the Boy Scouts of America, Troop 268, hereinafter referred to as the "Lessee," wherein the Lessor has agreed to lease to Lessee the premises situated at 660 N. 5th Street and more particularly described as follows:

David City Lots 3 – 12 & S. 200' of Vacated Alley, Block 12, Original Town of David City

together with all appurtenances for a term of thirty (30) years, to commence on the 1st day of March, 2012, and ending on the 28th day of February, 2042.

IN CONSIDERATION of the mutual covenants and agreements contained herein, it is hereby agreed between the Lessor and the Lessee as follows, to-wit:

1. **RENT.** The Lessee shall not be required to pay a monthly rent for the use of the premises provided that the Lessee continues to pay all utilities and routine maintenance as provide herein.
2. **MAINTENANCE AND UTILITIES.** The Lessee agrees to pay all monthly utilities incurred as a result of the use of the premises. The Lessee will keep and maintain the leased premises and appurtenances in a good and sanitary condition and repair during the term of this lease and any renewal thereof. In particular, Lessee shall keep the fixtures in the building or on or about the leased premises in good order and repair, keep the furnace clean, keep the walls free from dirt and debris and shall make all required repairs to the plumbing whenever damage thereto shall have resulted. The Lessee shall pay for all routine maintenance and repairs to the building that do not exceed \$5,000. Major repairs shall be paid by vote of the City Council.
3. **QUIET ENJOYMENT.** The Lessor covenants that upon performing the covenants herein, the Lessee shall peacefully and quietly have, hold and enjoy the leased premises for the purposes of the Boy Scouts of America, Troop 268, for the agreed term.
4. **USE OF PREMISES.** The leased premises shall be used and occupied by the Lessee exclusively as a location to conduct activities of the Boy Scouts of America, Troop 268. With the Lessee's permission, the leased premises can be utilized by other youth related organizations to conduct youth centered activities. The Lessee shall comply with all statutes and regulations of appropriate governmental authorities affecting the cleanliness, occupancy and preservation of the leased premises and the sidewalks connected thereto during the term of this lease.
5. **CONDITION OF PREMISES.** The parties hereto agree that the leased premises, including the grounds and the building and improvements, are at the time of this lease, in good repair and in a safe, clean and tenantable condition.
6. **ASSIGNMENT.** Without the prior written consent of the Lessor, the Lessee shall not assign this lease to any other organization, entity or person.
7. **ALTERATIONS AND IMPROVEMENTS.** The Lessee shall make no alterations to the building on the leased premises or construct any building or make other improvements on the leased premises without the prior written consent of the Lessor. All alterations, changes and improvements built, constructed or placed on the leased premises by the Lessee, with the exception of fixtures removable without damage to the premises and movable personal property, shall unless otherwise provided by written agreement between the Lessor and the Lessee, be the property of the Lessor and remain on the leased premises at the expiration or sooner termination of this lease.
8. **DAMAGES TO PREMISES.** If the leased premises or any part thereof shall be partially damaged by fire or other casualty not due to the Lessee's negligence or willful act, which damage renders

the leased premises unusable, the Lessor, in its sole discretion shall have the option of repairing said premises or terminating this lease. If the leased premises can still be used by the Lessee and requires repairs which do not exceed its insured value, the premises may be promptly repaired by the Lessor.

- 9. **RIGHT OF INSPECTION**. The Lessor and his agents shall have the right, at all reasonable times during the term of this lease and any renewal thereof, to enter the leased premises for the purpose of inspecting the premises and the building and improvements thereon.
- 10. **SURRENDER OF PREMISES**. At the expiration of the leased term, the Lessee shall quit and surrender the leased premises in as good state and condition as they were at the commencing of this lease, reasonable use and wear thereof and damages by the elements excepted.
- 11. **DEFAULT**. If any default is made in the performance of or compliance with any other term or condition of this lease by the Lessee, the Lessor shall give written notice of such default or breach and termination, and the Lessee shall be given a reasonable opportunity, no less than 45 days, to correct the default or breach or take action reasonably likely to affect such correction within a reasonable time thereafter.
- 12. **INSURANCE**. The Lessor hereby agrees to fully insure the premises against casualty loss and premises liability. Said coverage shall not require the Lessor to insure the personal contents of the Lessee.
- 13. **BINDING EFFECTS**. The covenants and conditions herein shall apply to and bind all successors, legal representatives and assigns of the parties hereto and all covenants are to be construed as conditions of this lease.

IN WITNESS WHEREOF, the parties have executed this lease on the date herein first written above.

CITY OF DAVID CITY, NEBRASKA, LESSOR

ATTEST:

By: _____
Its: Mayor

Interim City Clerk

BOY SCOUTS OF AMERICA, TROOP 268, LESSEE

By: _____
Its: Scout Master

ACKNOWLEDGED TO BEFORE ME on the ____ day of _____, 2012, by Alan Zavodny, Mayor of David City, Nebraska, known to me personally, and/or by satisfactory evidence, to be said person described herein and subscribing hereto.

Notary Public

ACKNOWLEDGED TO BEFORE ME on the ____ day of _____, 2012, by, Steven M. Reiter, Troop 268 Scout Master, known to me personally, and/or by satisfactory evidence, to be said person described herein and subscribing hereto.

Notary Public

Council member Scribner made a motion to approve the application of Scott Samek – Samek Fireworks to sell permissible fireworks at retail at 375 Nebraska Street (Amigo's property). Council member Rogers seconded the motion. Voting AYE: Council members Kroesing, Svoboda, Smith, Scribner, Rogers and Vandenberg. Voting NAY: None. The motion carried.

Council member Kroesing made a motion to approve the application of the Supporters of Scout Hall to sell permissible fireworks at retail at 900 N. 3rd Street (Five Star Feeds parking lot property). Council member Vandenberg seconded the motion. Voting AYE: Council members Kroesing, Svoboda, Smith, Rogers and Vandenberg. Voting NAY: None. The motion carried. Council member Scribner abstained.

Water/Sewer Supervisor Gary Janicek stated that the reason that the water department wanted to start charging the property owners when the fire department burns a house is because of the amount of water that was used during a house burn in the 200 block of So. 6th Street. Janicek stated that the fire dept. used about 50,000 gallons of water during that house burn. Janicek stated that they have a meter that they will let the fire department use to monitor the amount of water that is used and then the City will bill the property owner for the water usage.

Council member Scribner introduced Resolution No. 8-2012 and moved for its passage and adoption. Council member Rogers seconded the motion. Voting AYE: Council members Scribner, Rogers, Vandenberg, Kroesing, Svoboda and Smith. Voting NAY: None. The motion carried and Resolution No. 8-2012 was passed and approved as follows:

RESOLUTION NO. 8 - 2012

WHEREAS, some property owners have an unsightly, abandoned, or partially destroyed building that they would like to destroy, and

WHEREAS, it is sometimes cheaper to have the building burned down by the David City Volunteer Fire Department rather than having to tear the building down, and

WHEREAS, the David City Volunteer Fire Department offers this service because it also provides training and practice for the firemen, and

WHEREAS, the City of David City / David City Utilities, have always provided the water at no charge for the scheduled fire burns, and

WHEREAS, in these economically challenged times, David City Utilities is faced with the need to cut budgets and to evaluate all costs, and

WHEREAS, David City Utilities realizes the difference between an actual fire and that of a scheduled house/building burn, and

WHEREAS, David City Utilities can actually meter the water used in a scheduled house burn and in turn charge the property owner for the water used during (and for) the scheduled fire burn activity.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DAVID CITY, NEBRASKA that the City of David City / David City Utilities will begin charging the property owner for the water used for scheduled house / building burns. The regular water rates will be charged. The property owner and/or the fire department must notify the Water Supervisor at least ten days prior to a scheduled house/building burn.

Passed and approved this 13th day of June, 2012.

Mayor Alan Zavodny

Interim City Clerk Tami Comte

Mayor Zavodny stated that Electric Supervisor Pat Hoeft has been working on how much electricity the proposed sign would use for the Butler County Area Foundation. Hoeft told Mayor Zavodny that the highest the cost would probably be would be about \$73.00 per month and he didn't think that it would be that high.

Council member Scribner made a motion to approve the Butler County Area Foundation Advisory Committee request for the City to provide the electricity to the proposed digital display sign. Council member Smith seconded the motion. Voting AYE: Council members Scribner, Smith, Vandenberg, Svoboda, Kroesing and Rogers. Voting NAY: None. The motion carried.

Mayor Zavodny stated that he spoke with the representatives from Kirkham, Michael, Inc. and they were not ready to present their findings in regard to the water system at this time. They expect to be ready to make a presentation in July.

Mayor Zavodny announced that he asked Interim City Administrator Joan Kovar to schedule a town hall meeting at the Hruska Public Library on June 27, 2012 from 8 p.m. to 10 p.m. for the purpose of discussing the police department. He stated that the town hall meeting will be held after the Committee of the Whole meeting.

Mayor Zavodny stated that the committee had a meeting with the County and the Sheriff and they had a discussion and made some progress, however, there are quite a few things that need to be worked out.

Council member Scribner asked to be kept informed as to what the committee discusses.

Mayor Zavodny stated that they discussed how to address Ordinances, how many deputies they would need to add for 24 hour coverage, equipment needs, information systems, etc. Mayor Zavodny stated that the County Attorney will not let the City merge with the County. The City would need to contract with the County for service.

Several citizens spoke in favor of retaining the police department.

Police Chief McPhillips stated that the agreement for dispatching services hasn't been renewed since 1998. The City pays 40% of the dispatchers' salaries.

Carol Brehm asked if the contract with the County would be on a yearly basis.

Mayor Zavodny stated that is something that would need to be discussed.

Mayor Zavodny stated that his best argument for contracting with the County is budgetary and his best argument for keeping the police department is that once we give up local control it is hard to get it back.

Mayor Zavodny stated that it makes no sense to have any further debate today because we don't have the numbers from the County. He stated that we need to see what the Sheriff comes back with and listen to his ideas. There are a lot of things to work out.

Council member Scribner stated that he would like to get the web site committee together with Ashley Cameron and discuss the proposed web site. He stated that she won't know how much to charge until she knows what the committee wants.

Council member Scribner made a motion to commit to using Ashley Cameron's services to design the City's web site and to teach the updating services to Joan and Tami. Council member Svoboda seconded the motion. Voting AYE: Council members Scribner, Vandenberg, Svoboda, Kroesing, Smith and Rogers. Voting NAY: None. The motion carried.

Council member Vandenberg made a motion to go into executive session to discuss legal matters concerning nuisance properties. Council member Smith seconded the motion. Voting AYE: Council members Kroesing, Vandenberg, Scribner, Svoboda, Rogers, and Smith. Voting NAY: None. The motion carried.

Mayor Zavodny stated, "Now at 8:30 p.m. we are going into executive session to discuss legal matters concerning nuisance properties." Mayor Zavodny, all of the Council members, City Attorney Egr, Interim City Administrator Kovar, and Interim City Clerk Comte went into executive session at 8:30 p.m.

City Attorney Jim Egr stated that a motion and second was not needed to come out of executive session. Therefore, Mayor Zavodny declared the City Council out of executive session at 8:55 p.m.

There being no further business to come before the Council, Council member Scribner made a motion to adjourn. Council member Vandenberg seconded the motion. Voting AYE: Council members Kroesing, Vandenberg, Svoboda, Scribner, and Smith. Voting NAY: None. Council member Rogers was absent. The motion carried and Mayor Zavodny declared the meeting adjourned at 8:56 p.m.



CERTIFICATION OF MINUTES
June 13, 2012

I, Tami L. Comte, duly qualified and acting Interim City Clerk for the City of David City, Nebraska, do hereby certify with regard to all proceedings of June 13, 2012; 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 L. Comte, Interim City Clerk