

**ACKNOWLEDGEMENT OF RECEIPT OF NOTICE OF MEETING  
OF THE MAYOR AND CITY COUNCIL OF  
THE CITY OF DAVID CITY, NEBRASKA**

The undersigned members of the governing body of the City of David City, Nebraska, hereby acknowledge receipt of advance notice of a regular meeting of said body and the agenda for such meeting to be held at 7:00 o'clock p.m. on the **24<sup>th</sup> day of April, 2019**, in the meeting room of the City Office, 557 North 4<sup>th</sup> Street, David City, Nebraska.

This agenda is available for public inspection in the office of the City Clerk and may be modified up to twenty-four hours prior to the opening of the meeting.

Dated this 16<sup>th</sup> day of April, 2019.

**AGENDA AS FOLLOWS:**

- |  |  |
|--|--|
| 1. Roll Call;  | <hr/> Mayor Alan Zavodny                   |
| 2. Pledge of Allegiance;   |  |
| 3. Inform the Public about the location of the Open Meetings Act and the Citizens Participation Rules;   | <hr/> Council President Kevin N. Hotovy    |
| 4. Minutes of the April 10 <sup>th</sup> , 2019 meeting of the Mayor and City Council;   | <hr/> Council member Thomas J. Kobus       |
| 5. Consideration of the bids received for the sale of the property legally described as Lot One (1) and the North Ten Feet (N 10') of Lot Four (4), all in Block Eight (8), Litty's First (1 <sup>st</sup> ) Addition to David City, located on the SW corner of 5 <sup>th</sup> & "I" Street; | <hr/> Council member Dana E. Trowbridge    |
| 6. Presentation by the League Association of Risk Management (LARM) concerning Disaster Relief Assistance due to the widespread March 12 – 14 <sup>th</sup> storm;   | <hr/> Council member Patrick J. Meysenburg |
| 7. Presentation of Certificates of Appreciation to Library Director Kay Schmid (30 years) and Park/Auditorium employee Gene Andel (5 years);   | <hr/> Council member John P. Vandenberg    |
| 8. Update on park projects;  | <hr/> Council member Gary D. Smith         |
| 9. Consideration of an encroachment agreement with Northern Natural Gas at the wastewater plant;   | <hr/> City Clerk Joan E. Kovar             |

10. Consideration of the proposal by Craig Reinsch to research updating or replacing the existing water plant and/or a different supply source;
11. Consideration of the manhole cover located in the sidewalk along 3<sup>rd</sup> Street by the Sunshine Court;
12. Consideration of hiring an attorney who specializes in nuisance properties;
13. Consideration of the request by Tom & Morgan VanWinkle to occupy the right-of-way;
14. Consideration of the Adam Heaton property legally described as: the West 95' of Lots 16, 17, and 18, Block 19, Original Town, David City; (located on the Northeast corner of 3<sup>rd</sup> & "E");
15. Consideration of reappointing Jim Masek and Keith Marvin to the Planning Commission, each for additional three (3) year term;
16. Consideration of going into executive session concerning a legal matter;
17. Adjourn.

## CITY COUNCIL PROCEEDINGS

April 24, 2019

The City Council of the City of David City, Nebraska, met in open public session in the meeting room of the City Office, 557 North 4<sup>th</sup> Street, David City, Nebraska. The Public had been advised of the meeting by publication of notice in The Banner Press on April 18<sup>th</sup>, 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 Agendas which are a part of these minutes. The advance notice to the Public, Mayor, and Council members conveyed the availability of the agendas, which were kept continuously current in the office of the City Clerk and were available for public inspection during regular office hours. No new items were added to the agendas during the twenty-four hours immediately prior to the opening of the Council meeting.

Present for the meeting were: Mayor Alan Zavodny, Council Members John Vandenberg, Gary Smith, Kevin Hotovy, Pat Meysenburg, Dana Trowbridge, and Tom Kobus, City Attorney Jim Egr, and City Clerk Joan Kovar.

Also present for the meeting were: Craig Reinsch of Olsson, Housing Authority Executive Director Renee Williams, Mike Nolan & Diane Becker of League Association of Risk Management, David McPhillips, Mike Cunningham, Gary Meister, Tom & Morgan VanWinkle, Tami Comte, Street Supervisor Chris Kroesing, Park/Auditorium Supervisor Bill Buntgen and Gene Andel, Electric Supervisor Pat Hoeft, Library Director Kay Schmid, and Building Inspector Ray Sueper.

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 asked those present to please silence their cell phones.

The minutes of the April 10<sup>th</sup>, 2019 meeting of the Mayor and City Council were approved upon a motion by Council member Trowbridge and seconded by Council member Kobus. Voting AYE: Council members Hotovy, Vandenberg, Trowbridge, Kobus, Meysenburg, and Smith. Voting NAY: None. The motion carried.

Bids were opened concerning the sale of the property legally described as Lot One (1) and the North Ten Feet (N10') of Lot 4, all in Block 8, Litty's 1<sup>st</sup> Addition to David City, located on the SW corner of 5<sup>th</sup> & "I" Street. The bids were as follows:

- 1) Andrew & Sara Buresh: \$10,100 (plus closing costs). Cash bid only. The bid stated it was exempt from starting a building project 180 days & finishing a project 365 days after the purchase date.
- 2) Gary Meister: \$20,100 and provided a floor plan for a multi-family residence.
- 3) Doug Osborn, Osborn Sales & Service: \$12,000 and provided a set of plans for a Town Home.
- 4) Marie Cunningham: \$16,450.00 and provided a plan for a duplex, to provide multi-family housing. Marie stated that once construction of the duplex was completed, her current home would be available for sale.

**VISTA VIEW**  
 City of David City  
 P.O. Box 191  
 337 North 4th Street  
 David City, NE 68623  
 (402) 67-3132

RE: Sealed bid for property at 5th & 1 Street.

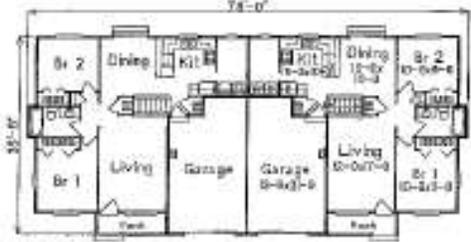
Legal Property Description: Lot One (1) and the North Ten Feet (10') of Lot Four (4), all in Block Eight (8), City's First (1st) Addition

With respect to the invitation for sealed bids regarding the referenced property, we are pleased to bid the sum of \$16,400.00 which is at 172% of the tax valuation. We are prepared to develop the lot for a residential living unit. The lot size of 69' x 147' allows room for a multi-family dwelling, a proposed diagram can be seen below.

Provided the property is sold to us, we are fully with the zoning setbacks. In addition to building a duplex, which provide multi-family housing, any current issues would also be available for a family to buy more construction as the project is completed.

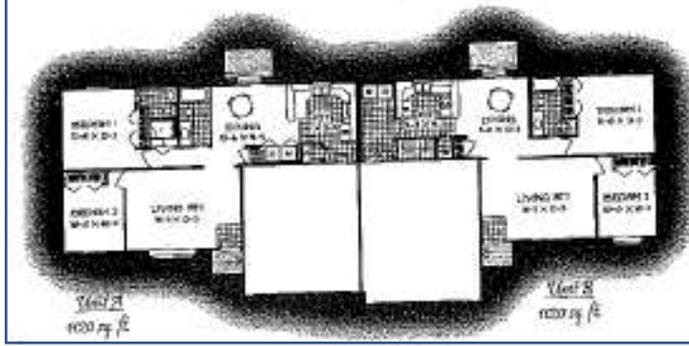
Sincerely,  
 Marie Cunningham  
*Marie Cunningham*  
 Marie Cunningham  
 526 L St.  
 David City, NE 68623  
 (402) 667-2904

In conjunction with her duties representing  
 Vista View Investments, LLC  
 Michael Cunningham  
 David Cunningham  
 Chad Palmer  
 Sandra Schertz  
 Patrick Cunningham



FIRST LEVEL FLOOR PLAN

my bid for the lot would be  
 \$20,100 Jay Meister  
 402 367 7882



4/24/19

Andrew & Sara Bursh will bid the amount of \$10,100 (plus closing costs) on the lot located on the SW corner of 5th & "I" Street diagonal from St. A church. This bid is assumpt except from starting a building project 60 days of finishing - project 365 days after the purchase date. This is a cash bid only.

*Andrew Bursh* 4-24-19  
 Andrew Bursh (402) 277-0935

4-25-19

To the City of David City Council and Mayor,

I am bidding the sum of Two's thousand dollars (\$2,000.00) for said property legally described as Lot one (1) and the North ten feet (10') of lot four (4), all in Block Eight (8), City's First (1st) Addition in David City, Butler County Nebraska.

Enclosed is a set of plans of a Town House that I would propose to build on said property. These are the dimensions of the plans and the lot size, the building will have to be no taller than the lot but keep the integrity of the building to 3 bedrooms units and comparable space footage.

Thank you for your consideration  
 Doug Nelson  
*Doug Nelson*  
 Robert Nelson and Service  
 485 N 5th St  
 David City, Nebraska 68623  
 402-267-4715

Council member Trowbridge made a motion to accept the bid of Gary Meister in the amount of \$20,100. Council member Kobus seconded the motion. Voting AYE: Council members Vandenberg, Meysenburg, Smith, Hotovy, Kobus, and Trowbridge. Voting NAY: None. The motion carried.

Mike Cunningham stated: "In regards to Marie Cunningham's bid, you guys automatically took the highest bid and your bid criteria that was sent out, that was not, that was supposed to be the most favorable, so I am curious as to what other criteria that was going to be based on? You took only the high bid and that's not how the bid request was stated."

The article in the newspaper stated:

PROPERTY FOR SALE  
5<sup>TH</sup> & "I" STREET

The City of David City, Nebraska, is the owner of the property legally described as Lot One (1) and the North Ten Feet (N 10') of Lot Four (4), all in Block Eight (8), Litty's First (1<sup>st</sup>) Addition to David City, Butler County, Nebraska. This is a 60' x 140' lot located on the SW corner of 5<sup>th</sup> & "I" Street, just diagonal from St. Mary's Church.

The City of David City, Nebraska, desires to sell said property, as is, for a residential living unit, to the bidder that is deemed by the City Council of the City of David City, Nebraska as the most favorable. The City of David City, Nebraska reserves the right to reject any and all bids.

The City of David City, Nebraska will accept sealed bids until 3:00 o'clock p.m. on April 24<sup>th</sup>, 2019 for the sale of the property. All sealed bids shall be publicly opened and read aloud during the Regular City Council Meeting of April 24<sup>th</sup>, 2019 which convenes at 7:00 o'clock p.m. at the City Office, 557 North 4<sup>th</sup> Street, David City, NE. The City set a minimum price of ten thousand dollars (\$10,000.00) for all sealed bids and is requesting a proposed diagram and the intended use of the property. Terms of the sale will include a 10% down-payment with the balance payable within 90 days. The buyer shall pay all closing costs associated with said property.

The notice of all proposed sales of property shall be published once each week for three consecutive weeks in a legal newspaper published in or of general circulation in David City, Nebraska. The sale of the lot is subject to a 30-day remonstrance period after the third publication of this Notice. The City, after passing of the 30 day right-of-remonstrance period, shall then complete the sale of the lot by passage of an Ordinance stating the name of the purchaser and the terms of the sale. The City will give a Warranty Deed to the successful bidder. The successful bidder MUST start the project within 180 days and must complete the Construction of the Residential building within 365 days.

City Office  
P.O. Box 191  
557 North 4<sup>th</sup> Street  
David City, NE 68632  
402-367-3135

Mayor Zavodny stated: "We set out that we would take the high bid that met the criteria of building on it and getting it back on the tax rolls."

Mike Cunningham stated: "The packet you guys sent out did not say the high bid was automatically going to be the winner, that's why I am questioning why the high bid was automatically the winner."

Council member Trowbridge stated: "The best bid is the one we are going to accept. We had that discussion when we put this together, that we would look at the best bid and the best bid may not be the highest bid. If we had a \$19,000 bid and they said "but we're not going to do anything to it", and we had an \$18,000 bid that had a house description, we'd probably do the house, and we did have that discussion in public when we set this agenda item up."

Mike Nolan and Diane Becker of the League Association of Risk Management (LARM) presented a check in the amount of \$500.00, that was used for gravel and fill, concerning the Disaster Relief Assistance due to the widespread March 12<sup>th</sup> – 14<sup>th</sup> storm.

Mayor Zavodny presented a Certificate of Appreciation to Park/Auditorium Employee Gene Andel for 5 years of service, and a Certificate of Appreciation to Library Director Kay Schmid for 30 years of service. Mayor Zavodny stated that we appreciate both of them for their years of service and what they do for the City.

Park/Auditorium Supervisor Bill Buntgen gave an update on the Park projects consisting of the new bathroom and the shelter. Bill stated: "Finally the weather is straightening out so we are getting stuff done down there. The restrooms, we are waiting for the painters to show up to paint, and then the plumber comes in and puts his stuff in. Today, on the shelter, they poured the footings for the posts, and the posts are in, and it shouldn't take them too long for the rest of the shelter and then they pour concrete and that's about it."

Mayor Zavodny asked: "I have a question about the track, have we had communication with the people who we wanted to have do that work?"

Park/Auditorium Supervisor Bill Buntgen stated: "Yes, I got a hold of them last week and they are hoping to bring their stuff in shortly."

Craig Reinsch of Olsson presented the proposed Encroachment Agreement with Northern Natural Gas. Craig stated: "This gas line has been here since the 1930's and so we have gone back and forth and they've done some internal reviews, we've moved things outside of their threshold, we are still crossing the gas line, we have made the adjustments. They have approved our plan. We have taken that plan and presented it to the contractor for him to come up with a price difference for moving those and taking care of that. This is a two-part approach: 1) is we've got the approval for the plan, and 2) the gas company put together a "draft" encroachment agreement for a consideration and signature by the City. The gas company wanted to allow the City to review the "draft" agreement."

*Drafted by/Return to: Jeff Larson*

**Northern Natural Gas Company, 1111 South 103rd Street, Omaha, NE 68124-1000**

**ENCROACHMENT AGREEMENT**

This instrument made and entered into this 24<sup>th</sup> day of April, 2019, by and between NORTHERN NATURAL GAS COMPANY, a Delaware corporation, (hereinafter referred to as "Northern"), with principal offices at 1111 South 103rd Street, Omaha, Nebraska 68124-1000, and the CITY OF DAVID CITY, NEBRASKA, a Nebraska Municipal Corporation (hereinafter referred to as "Owner" whether one or more).

WITNESSETH THAT:

WHEREAS, Northern is the holder of an easement granted by Anna Meysenburg, et al. on the 13<sup>th</sup> Day of August, 1930, covering the following described premises in Butler County, Nebraska:

East Half (E½) of Section 25, Township 15 North, Range 2 East; and

which easement was recorded the 27th day of October, 1930, in Book 9 of Miscellaneous Records at Page 199 in the Office of the Recorder for Butler County, Nebraska (hereinafter referred to as "Easement"); and

WHEREAS, pursuant to the authority contained in said Easement, Northern has constructed and currently operates and maintains a 6-inch pipeline (NEB41701), along with the right to install additional facilities from time to time (hereinafter referred to as "Pipeline Facilities"), across and through the above described premises; and

WHEREAS, Owner is the present owner of the following described real property, with Pipeline Facilities situated upon the following described land in Butler County, Nebraska (hereinafter referred to as the "Owned Premises"):

See Exhibit "A"

WHEREAS, Owner plans to construct/install two buildings as well as a sidewalk, methane flame and sewer lines (hereinafter referred to as "Encroachment") upon and within a portion of the confines of Northern's Blanket Easement as depicted on Exhibit "B", with this written consent; and

WHEREAS, Owner has been advised by Northern that Northern is a natural gas transmission company and that Northern operates a high pressure underground natural gas pipeline through the Owned Premises; and

WHEREAS, Owner has requested permission from Northern to maintain, use, and enjoy the Encroachment upon a portion of Northern's Easement and in close proximity to Northern's Pipeline Facilities; and

WHEREAS, Northern is willing to grant such permission upon the terms and conditions set forth as follows.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. Northern hereby grants permission to Owner to maintain, operate and use upon the Owned Premises and in close proximity to Northern's Pipeline Facilities, the said Encroachment, subject to the following conditions:

A. That Owner assumes all risks for damages, injuries, or loss to either property or persons, which may be incurred by Owner or its respective agents, invitees, or licensees present on or in the vicinity of the Easement and in any way associated with said Encroachment.

B. That the permission granted herein is limited exclusively to the proposed Encroachment within Northern's Easement. Owner shall not alter the grade or permit such alteration anywhere on the land upon which Northern has reserved its easement rights, without the prior express written consent of Northern.

C. That Owner shall at all times conduct all its activities on said Easement in such a manner as not to interfere with or impede the operation of Northern's Pipeline Facilities and activities in any manner whatsoever.

D. That Owner shall not plant any trees or shrubs within the confines of Northern's Easement without the prior express written consent of Northern.

2. Owner agrees to indemnify, protect, and hold Northern, its parent, affiliates, subsidiaries, and their directors, officers, employees, representatives, and agents harmless from and against any and all actions or causes of action, claims, demands, liabilities, loss, damage, injury, suit, proceeding, judgment, cost, or expense of whatever kind or nature, including but not limited to reasonable attorneys' fees, arising from or as a result of any incident, act, action, cause of action, negligence, transaction or omission of Owner in connection with, or incidental to the construction, operation, maintenance, or use of the said Encroachment within, upon or in the vicinity of the Easement Area, or from the operation, maintenance, use or presence of Northern's Pipeline Facilities upon or in the vicinity of the Encroachment except where such loss, cost, liability, or expense was proximately caused by the negligence of Northern or its employees. It is understood and agreed by the parties that under this Agreement, Owner shall be jointly and severally liable.

3. Owner agrees that protection of Northern's Pipeline Facilities will be maintained at all times.

4. Should Northern need to remove any of Owner's said Encroachment within its Easement in order to construct, maintain, operate, repair, remove, or resize Northern's existing or additional Pipeline Facilities, Owner or its respective heirs, successors, and assigns shall pay the cost of removing and replacing or reinstalling said Encroachment. In addition, all repair and maintenance work performed by Northern on its existing or additional Pipeline Facilities located on the Owned Premises shall be performed in a reasonable workmanlike manner and Northern shall restore the surface and grade of the Owned Premises where the work is performed, but shall not be liable for loss, damage, or replacement to Owner's said Encroachment or any associated equipment and facilities that exist within the Easement, and in this regard, Owner hereby releases Northern, its employees, agents, officers, and directors from any and all liability for any such loss or damage.

5. The Parties hereto understand that this Agreement in no way constitutes a waiver by Northern of its rights to enjoy its Easement unencumbered by the construction of said Encroachment within Northern's Easement.

6. It is expressly agreed to by and between the parties hereto that if Owner is in violation of any terms or conditions set forth in this Agreement, Northern, at its option, may terminate this Agreement upon ten (10) days' notice to the Owner. In the event of such termination, Owner shall immediately remove any and all of said Encroachment which may be situated on the Easement, or if Owner fails to remove any and all of said Encroachment, Northern may, at its option, remove said Encroachment at the expense of Owner and without any liability whatsoever. It is further agreed that the failure by Northern to exercise such option as to any such violation shall not constitute a waiver of Northern's future right to exercise such option as to the same or any future violation.

7. The provisions of the Easement, and all rights, powers, privileges, and duties, obligations, and liabilities created thereby, remain in full force and effect and are not affected hereby except to the extent and in the manner set forth above.

8. Owner agrees to indemnify, defend and hold Northern, its parent and affiliated companies, and the directors, officers and employees of any such corporate entities harmless from and against any liability, damage, claims, loss, cause of action, suit, proceeding, judgment, cost (including the cost or expense of environmental response, removal or remediation activities), fees or expense, including reasonable attorney's fees arising from: (1) non-compliance with any laws, regulations and orders applicable to the ownership or the operation and maintenance of the said Encroachment on the Owned Premises described herein, and (2) any incidents, acts, releases, negligence, transactions or omissions, or conditions on or affecting the Easement that would (i) contribute to or constitute a violation of any local, state or federal environmental rule, regulation, law or judicial order, (ii) result, in whole or in part, in any requirement to clean up or otherwise remedy or remediate a condition, (iii) give rise to any lien, liability, injunction, order,

restriction, claim, expense, damage, fine or penalty, or (iv) adversely affect human health or the environment at or near the Easement.

9. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED, AND AGREES ANY SUCH ACTIONS MAY NOT IN ANY EVENT BE CONSOLIDATED TOGETHER.

This instrument and the covenants and agreements herein contained shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the parties and the benefits of this Agreement shall run with the land.

IN WITNESS WHEREOF, the parties have executed this instrument the day and year first above written.

"NORTHERN"  
NORTHERN NATURAL GAS COMPANY

"OWNER"  
THE CITY OF DAVID CITY, NEBRASKA  
A Nebraska Municipal Corporation

By: \_\_\_\_\_  
Bryan P. Kruger  
Attorney-in-Fact

By: \_\_\_\_\_  
Name: Alan Zavodny  
Title: Mayor

STATE OF NEBRASKA ) )ss  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me, a Notary Public, this \_\_\_\_\_ day of \_\_\_\_\_ 2019, by Bryan P. Kruger, Attorney-in-Fact, for Northern Natural Gas Company, a Delaware corporation, on behalf of the corporation.

(SEAL)

\_\_\_\_\_  
Notary Public  
My Commission Expires \_\_\_\_\_

STATE OF NEBRASKA )  
 ) SS  
COUNTY OF BUTLER )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by, \_\_\_\_\_ on behalf of The City of David City, Nebraska, a Nebraska Municipal Corporation.

(SEAL)

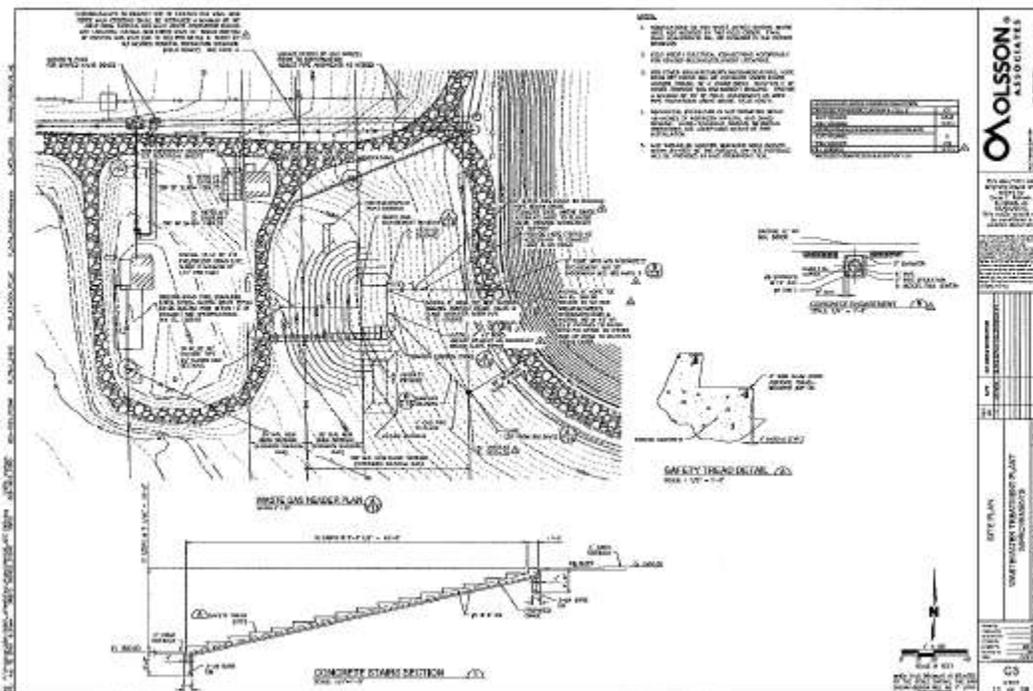
\_\_\_\_\_  
Notary Public

**Exhibit "A"**

A tract of land located in Section 25 T15N R2E, and in the W½ of Section 30 T15N R3E, of the 6th P.M., Butler County, Nebraska, described as follows:

Beginning at a Point on the east line of the SE¼ of said Section 25, said Point being 217.80 feet south of the northeast corner of said SE¼; thence southerly, 273.51 feet, to the southeast corner of the N½ of the S½ of the NE¼ of the NE¼ of said SE¼; thence westerly, 1322.52 feet, to the southwest corner of the N½ of the S½ of the N½ of the NE¼ of said SE¼; thence southerly, 164.09 feet, to the southeast corner of the N½ of the NW¼ of said SE¼; thence westerly, 330.60 feet, to the northeast corner of the NW¼ of the SE¼ of the NW¼ of said SE¼; thence southerly, 328.34 feet, to the southeast corner of the NW¼ of the SE¼ of the NW¼ of said SE¼; thence westerly, 991.66 feet, to the southwest corner of the N½ of the SW¼ of the NW¼ of said SE¼; thence southerly, 328.82 feet, to the southeast corner of the NE¼ of the SW¼ of said Section 25; thence westerly, 990.06 feet, to the southwest corner of the E½ of the W½ of the NE¼ of the SW¼ of said Section 25; thence northerly, 1317.68 feet, to the northwest corner of the E½ of the W½ of the NE¼ of the SW¼ of said Section 25; thence easterly, on the south line of the NW¼ of said Section 25, 53.46 feet; thence northerly, at a deflection angle to the left of 75°30', 312.0 feet; thence northeasterly, at a deflection angle to the right of 16°00', 345.00 feet; thence easterly, at a deflection angle to the right of 59°30', 481 feet; thence continuing easterly, parallel with the south line of the NW¼ of said Section 25, 202 feet, more or less, to a point on the east line of the NW¼ of said Section 25; thence southerly, on the east line of the NW¼ of said Section 25, 457.90 feet; thence southeasterly, 201.75 feet, to a point on the south line of the NE¼ of said Section 25, said point being 141.42 feet east of the southwest corner of the NE¼ of said Section 25; thence easterly, on the south line of the NE¼ of said Section 25, 1579.24 feet; thence northerly, parallel with the east line of the NE¼ of said Section 25, 235.5 feet; thence easterly, parallel with the south line of the NE¼ of said Section 25, 925 feet, to a point on the east line of the NE¼ of said Section 25; thence southerly, on the east line of the NE¼ of said Section 25, 185.5 feet, to a point 50 feet north of the southeast corner of the NE¼ of said Section 25; thence easterly, parallel with the south line of the NW¼ of said Section 30, 200 feet; thence southerly, parallel with the west line of the NW¼ of said Section 30, 50 feet; thence continuing southerly, parallel with the west line of the SW¼ of said Section 30, 217.80 feet; thence westerly, parallel with the north line of the SW¼ of said Section 30, 200 feet, to the Point Of Beginning, containing 90 acres, more or less.

EXHIBIT "B"



City Attorney Jim Egr stated: "Naturally, Northern Natural Gas wants the City to assume every and all liability. Anything and everything we do, we are responsible for. The biggest concern is where we cross it. Northern Natural, how much they'll give on that, I don't know. As long as the Contractors and the design limits the area that we have to deal with Northern Natural, we probably don't have as much exposure as the contract looks like. Northern Natural Gas writes these up so that everything we do, and anything that could happen in relation to where we cross it, we have responsibilities. They have no liability, other than if they have to go in there themselves and work on something because their pipeline has a problem. Otherwise, we agree to protect it and make sure that our facilities don't cause a problem, and so forth, it's pretty all inclusive."

Craig stated: "We've recommended that the contractor pot-hole that with a Hydrovac, and if we find a joint, then we have to move the sewer line one way or the other so we are a certain distance away from the joint. So, we will go down where we are planning, identify the top of the pipe so we can be sufficiently below it with the two lines that cross, and then if we find that joint that's the unknown in this. They asked us to bore; I talked to the contractor and Northern has agreed to hand tunneling, if they don't want to bore; that's a little more flexible there, and so basically from 4' on either side of the pipeline, we have to go trenchless. So, that's the current plan."

Council member Trowbridge asked: "Who knows where the seams are?"

Craig stated: "The goal would be to go down right where we are proposing to cross, and if there is none, then we're not going to go looking for them."

Council member Hotovy stated: "We don't have to find the seams, as long as we're not near one."

Council member Trowbridge asked: "But how do we know we're not near one, if we didn't look?"

Craig stated: "This has been the back and forth with the gas company that I had the discussion afterwards, is, the more we look, the more we disturb the pipe you don't want us to disturb. So, the goal is to minimize that as much as possible. I believe we have to be at least 10' from their seams. A hydro excavation hole is 6 – 10 inches."

Mayor Zavodny stated: "That's a long way from 10 feet."

Discussion followed.

Council member Kobus asked: "How far below are you going?"

Craig stated: "We have to go 2' below where the pipe is, and it's deeper in the road, and we have the tie ins, those have been defined they are further away than we thought, so we may have to adjust those based on what we find. Northern will have someone on sight and one of the conditions is this agreement needs to be in place before the contractor can work within the area. Would like me to respond to the gas company and say, "the City reviewed it and please proceed with preparation of the final agreement" or is that something you would like to have come from the attorney?"

City Attorney Egr stated: "I think we can have you go ahead and tell them we will proceed from there, there is no point delaying it. They just don't like to budge; That's our pipe line, we're the gas company, and that's just the way it is."

Council member Trowbridge stated: "Well, I would like the record to show that at least one person around this table finds it extremely disappointing that a public service company, such as this, will treat a municipality the way we are being treated in this instance. Period."

Mayor Zavodny stated: "That will be in the record. Let's move on to item #10."

Craig Reinsch of Olsson stated: "From the meeting two weeks ago, we put together our understanding of that discussion and I have prepared a letter agreement for professional services for your consideration."

Council member Kobus made a motion to approve the Letter Agreement for Professional Services of Olsson that includes an evaluation of the existing water treatment plant and treatment process, a new treatment process and treatment facility, and source water evaluations for a cost of \$49,840. Council member Smith seconded the motion. Voting AYE: Council members Meysenburg, Trowbridge, Hotovy, Vandenberg, Smith, and Kobus. Voting NAY: None. The motion carried.



**LETTER AGREEMENT  
FOR PROFESSIONAL SERVICES**

April 18, 2019

City of David City  
Attn: Ms. Joan Kovar  
557 4<sup>th</sup> Street  
PO Box 191  
David City, Nebraska 68632

**Re: LETTER AGREEMENT FOR PROFESSIONAL SERVICES**  
Water Treatment Plant (WTP) Evaluation (the "Project")  
David City, Nebraska

Dear Ms. Kovar:

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

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

Olsson shall provide the following services ("Scope of Services") to Client for the Project:

**PROJECT DESCRIPTION AND LOCATION**

Project is located at: David City, Nebraska

Project Description: This agreement includes an evaluation of the existing water treatment plant (WTP) and treatment process, a new treatment process and treatment facility, and source water evaluations. These options would be reviewed and compared as part of a preliminary engineering report (PER) that would be submitted to agencies to consider potential funding options for the selected alternative.

### **PROJECT MANAGEMENT AND COORDINATION**

#### **➤ General Project Management**

Project management is responsible for coordination of the various disciplines that have involvement in the project, tracking of work completion, maintenance of project schedule, and project management updates. Specific activities include coordination and meetings with the City, internal project meetings, bimonthly updates of project management tracking worksheets, billings, collections, and project wrap-up documentation.

#### **➤ Project Kick-Off and Review Meetings**

A project kickoff meeting will be conducted with all parties involved to identify needs for the project, obtain background information, establish schedule for completion, and establish channels of communication. Upon completion of the study Olsson will participate in a review meeting with the City staff to review progress and exchange ideas. Olsson will make a formal presentation of the findings and recommendations to City staff, so the City will have an additional opportunity for review and comment.

#### **➤ Presentation to City Council**

At the 95% completion level, meet with the Client to review preliminary information and review the draft report. Feedback will be taken and incorporated into the final report. Attendance at one (1) city council meeting is anticipated.

### **DATA COLLECTION AND EXISTING SYSTEM EVALUATION**

➤ **Review and Evaluate Existing Water Treatment Plant** – Working in conjunction with City staff, we will review available water supply and treatment system information, and collect additional water quality data from each of the active wells and at the process samples at the water treatment plant influent, interim treatment, and effluent. We will obtain available data pertaining to the City's past and current water use and service areas. We will review and evaluate the existing water usage data and contrast it with populations to determine historical per capita consumption and project future water consumption patterns.

➤ **Future Water Demands** – Future water demands will be projected at ten, twenty, and thirty-year intervals and contrasted with the existing water supply system capacity. Consideration will be given to accommodating expected population growth.

➤ **Jar Testing** – Working with Hawkins Chemical, the one of the City's chemical suppliers, Olsson will witness a series of jar tests performed by Hawkins, to identify candidate oxidant, coagulant and polymer chemicals and a range of effective doses for the existing and proposed treatment options. Provide guidance to the Hawkins technician on selection of chemical and dose for subsequent tests in the search process. Review resulting data and jar test report and provide an interpretation and recommendations in the study report. The jar testing is expected to require one, 8-hour days on-site to complete.

➤ **Hydrogeologic Evaluation** – Olsson will evaluate hydrogeological conditions around the City (up to a 20-mile radius). This work will include evaluating available water quality and aquifer information from surrounding wells. The Client will be responsible for collecting samples and testing costs from surrounding wells as desired.

○ **Review Existing Test Hole Data** - Olsson will review existing test hole data completed by the University of Nebraska Conservation Survey Division and others around the City.

- o **Review Existing Regional Hydrogeological Data** – Olsson shall examine the regional hydrogeologic data. This work includes evaluating all registered wells in the area, reviewing regional water quality and proposing optimal areas for construction of municipal wells.
- o **Identify Potential Well Field Areas** – Olsson will review and identify up to three potential well field areas for the City. Olsson will use the following criteria for evaluating potential well fields:
  - Existing/potential water quality. This is limited to published reports (i.e. NDEQ or NRD) and does not include review of individual well water quality.
  - Water Quantity.
  - Well field and surrounding area land use (past, current and future).

#### **ANALYSIS AND SUMMARY REPORT**

- **Existing System Evaluation** - Utilizing the information obtained during the data collection phase, we will evaluate the existing water treatment plant process's ability to meet current and future demand conditions.
- **Other Treatment Process or Supply Evaluation** - Based upon the City's request to investigate other treatment options, we will identify other treatment processes for removal of iron, manganese, and arsenic, as well as review options for a new supply source. Guidelines and recommendation for providing water service to future growth areas will be developed.

Based upon the evaluation of the exiting distribution system, and other factors, future improvements to the distribution system will be identified and recommendations will be made to serve the future facilities.

- **Prepare Summary Report**  
Prepare a water treatment process evaluation report in accordance with generally accepted criteria for PER's. At a minimum, the following items will be addressed:
  - Summary of Findings and Recommendations
  - Project Planning: Location, Population Trends, and Water Usage Projections
  - Summary of Existing Facilities and System Deficiencies
  - Proposed Project Recommendations: Preliminary Project Design, Project Schedule, Permit Requirements, Total Project Cost Estimate, and Annual Operating Budget including income, annual operation and maintenance costs, debt repayments, and reserves.
  - Suggested Improvements
  - Costs and Benefits
  - Summarize potential funding options and recommendations, including impacts to user rates.
  - Conclusions and Recommendations.

A fact sheet, or summary, will be prepared and discussed with the community prior to their acceptance of the evaluation.

- **Finalize Report and Submit to City**  
Upon completion of the presentation to the City Council, Olsson will incorporate final comments into the Report and provide up to 8 hard copies of the final report for submission to the City for their use and records. An electronic copy will also be provided.

Upon completion, the report will be submitted to the Nebraska Water/Wastewater Advisory Committee (WWAC) with the appropriate pre-application. Olsson will prepare and submit City's selected project scope on the pre-application and up to 5 hard copies of the final report to WWAC. Assistance from the City will be required for some information contained on the pre-application. Olsson will attend up to one WWAC meeting jointly with the City to discuss the project with potential funders.

Additional funding support services such as the environmental report, public hearing, or other required effort are not included in this scope. Once the funding selection is made, additional effort required will shift to the budget of the upcoming project endeavor.

### **EXCLUSIONS**

The following will not be evaluated as a part of this report;

- Evaluation of existing water distribution system, or water storage,
- Design of recommended improvements.

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

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

### **SCHEDULE FOR OLSSON'S SERVICES**

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

Anticipated Start Date: May 2019  
Anticipated Completion Date: November 2019

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

### **COMPENSATION**

Client shall pay to Olsson for the performance of the Scope of Services a fixed fee of Forty-Nine Thousand Eight Hundred Forty Dollars (\$49,840). Olsson's reimbursable expenses for this Project are included in the fixed fee. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.

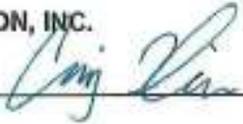
**TERMS AND CONDITIONS OF SERVICE**

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

Client's designated Project Representative shall be Mr. Aaron Gustin.

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

**OLSSON, INC.**

By 

By 

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

**CITY OF DAVID CITY, NEBRASKA**

By \_\_\_\_\_  
Signature

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Dated \_\_\_\_\_

Attachments  
General Provisions

G:\Lincoln\Teams\WTWWLETPROP\David City WTP Evaluation\Letter Agreement.doc

Electric Supervisor Pat Hoeft and Street Supervisor Chris Kroesing had met and discussed the manhole cover located in the middle of the sidewalk near the intersection of 3rd Street and the south cul-de-sac by Sunshine Court. This actually houses all of the electric wiring and feeds the Sunshine Court so it really cannot be filled in or moved. Pat stated that he has a flush ring and they can taper it down level with the sidewalk to lessen the hazard of someone tripping. Pat & Chris will take care of this.



Mayor Zavodny stated: "I have been in contact, back and forth, with an attorney who specializes in nuisance properties. We are going to talk in a little more detail about what we are asking for. He was busy last week and I tried today and did not hear back from him again, so, I will continue this and we will see where we are at by the May meeting."

Council member Kobus questioned why we needed to hire an attorney when we have City Attorney Egr and the governing laws, etc. Kobus said it didn't make sense to spend the money and asked City Attorney Egr for his opinion,

City Attorney Egr stated: "I think it's probably a good idea. I think it would be good to have someone review what we've done, who specializes in that, to make sure that we've dotted the i's and crossed the t's, other than myself. I think it's a very good chance that this could go to court, because I have been contacted."

Council member Trowbridge stated: "The best resolution may come from the Court; that's what we are dreaming of is the best resolution for the Community, the best resolution for the property owner, the best resolution for everything may come through the court."

City Attorney Egr stated: "It may be the best thing that if they take it to Court and the Court says yes, we've filed the right procedures, our ordinances are correct ordinances, and you've done the right things. And once we have it done one time, I think that sends a message to everybody else."

Mayor Zavodny stated: "This is complex insofar as their constitutional issues here, property rights, etc., and as emotional as this has been from a bunch of different people, putting Jim in that position seems unfair to me. We better be absolutely sure, as we proceed, that we do it exactly right."

The next agenda item was the request by Tom & Morgan VanWinkle to occupy the right-of-way. Mayor Zavodny stated: "This comes before you because you know the fencing around town has been interesting to say the least. The City, and it's thru ordinance as I recall, has several different areas of town where the right-of-ways are of significantly different widths, so what would be allowed in one part of town would not necessarily be allowed here because the City is requiring a 100' easement. The other issue that I think is important for us to consider is, and how much you weigh this is certainly up to you, but here are people who are trying to do it the right way, and asking, here's what we want to do, we are trying to go through the process. We've got others who, maybe, haven't done it that way."

Council member Trowbridge stated: "How do we treat "past precedence" set on the same issue on the same street?"

Mayor Zavodny stated: "That's why we are discussing it; fair question."

Mrs. VanWinkle stated that she wanted a fence for the safety of her children. She said that when she went to look at the property with Building Inspector Ray Sueper, the setback would make the area look like a dog run. This is only a 50' corner lot.

Building Inspector Ray Sueper asked: "City Attorney Egr, does the City retain some liability if they allow objects in the right-of-way on City property? Do we have exposure at that point?"

City Attorney Egr stated: "I can't understand why we have such a large right-of-way."

Mayor Zavodny questioned why we have a City that has such a wide range of different sizes of easements. City Attorney Egr stated that it all went back to when the particular Additions were laid out probably in the 1800's when the City was created.

Much discussion followed.

*[Note: the rights-of-way don't really vary that much. These are the East-West streets: Iowa Street 80', Nebraska Street 100', "A" Street – "C" Street 100', "B" Street 100', except for the east side of 13<sup>th</sup> to the east side of 14<sup>th</sup> which we narrowed to 66' and vacating 17' on either side of "B" becoming the property of the abutting lots, "C" Street 100', "D" & "E" 120', "G" – "K" 100', "L" – "N" 80', "O" 100', "P" and Bicentennial Circle 60', "S" 100'; North-South Street: 3<sup>rd</sup> 100', 4<sup>th</sup> & 5<sup>th</sup> 120', 6<sup>th</sup> – 7<sup>th</sup> 100', 8<sup>th</sup> – 10<sup>th</sup> 80'. We have allowed narrower easements in new additions, such as Sabata's and Hildy's, which are 60', but that was decided before utilities went in.]*

Mayor Zavodny stated: "Here is how we will have to solve it. Between now and our next meeting, because this will have to be changed by Ordinance, see if there's any reason we can't change "B" Street to a different width the whole length of the street. We need to research if there is any reason why we do need a 100' right-of-way."

Building Inspector Ray Sueper stated: "If you do that, any existing sidewalks on "B" Street are then going to be on private property. Just so you know."

Mayor Zavodny asked Street Supervisor Chris Kroesing to take a look at this and let them know by the next meeting.

The next agenda item was consideration of the Adam Heaton property legally described as the West 95' of Lots 16, 17, and 18, Block 19, Original Town, David City. (Located on the Northeast corner of 3<sup>rd</sup> & "D" Street).

City Clerk Kovar had received the following notice:

NOTICE OF APPLICATION FOR TAX DEED  
UNLESS YOU ACT YOU WILL LOSE THIS PROPERTY

To:

ADAM L HEATON A/K/A ADAM HEATON  
425 Main Street  
Rising City, NE 68658  
Service by Certified Mail, Return Receipt Requested

CITY OF DAVID CITY  
c/o City Clerk  
557 4th St, PO Box 191  
David City, NE 68632  
Service by Certified Mail, Return Receipt Requested

MISTY MICHELLE RARIC  
1811 Road A  
Bradshaw, NE 68319  
Service by Certified Mail, Return Receipt Requested

NEBRASKA CHILD SUPPORT PAYMENT CENTER  
PO Box 83306  
Lincoln, NE 68501  
Service by Certified Mail, Return Receipt Requested

1. On April 4, 2016, the following real property was sold by Butler County, for delinquent taxes. AMBROSE LAND HOLDINGS LLC, A Nebraska Limited Liability Company, (the "Purchaser") purchased and took assignment of the Tax Certificate from Butler County on May 4, 2018.
2. The property is described as:
  - a. Address: Parcel 120000882
  - b. Legal Description: The West 95' of Lots 16, 17 and 19, Block 19, Original Town, David City, Butler County, Nebraska (the "Real Estate").

*should be 18 jlt*
3. The taxpayer name and in whose name the tax assessment is made is: Adam L. Heaton a/k/a Adam Heaton.
4. The amount of the taxes represented by Tax Certificate No. 478, assessed for the 2014, 2015 and 2016 taxes is: \$775.59.
5. The amount of subsequent taxes paid by the Purchaser for the year 2017 is: \$197.50.

6. Interest has accrued on the taxes assessed. The amount of interest to April 11, 2019 is: \$140.69.

Please be advised, pursuant to Neb. Rev. Stat. § 77-1831 (2009), that the issuance of a tax deed is subject to the right of redemption under Neb. Rev. Stat. §§ 77-1824 to 77-1830. The right of redemption requires payment to the county treasurer, for the use of such purchaser, or his or her heirs or assigns, of the amount of taxes represented by the tax sale certificate for the year the taxes were levied or assessed and any subsequent taxes paid and interest accrued as of the date payment is made to the county treasurer.

UNLESS YOU REDEEM THE PROPERTY BY PAYING ALL TAXES, COSTS, AND FEES COVERED BY THE TAX SALE CERTIFICATE TO THE BUTLER COUNTY TREASURER WITHIN THREE (3) MONTHS FROM THE DATE OF SERVICE OF THIS NOTICE, AMBROSE LAND HOLDINGS LLC, WILL APPLY FOR A TREASURER'S TAX DEED PURSUANT TO NEB. REV. STAT. § 77-1801 (2009) ET SEQ. ONCE THE TAX DEED IS ISSUED, YOUR RIGHT OF REDEMPTION WILL EXPIRE.

Dated this 12<sup>th</sup> day of April, 2019.

AMBROSE LAND HOLDINGS LLC

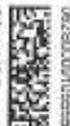
By:



Margaret Schiefen, #19724  
Ryan C. Dorsey, #25748  
13575 Lynam Drive  
Omaha, NE 68138  
402-505-4124  
Fax: 402-513-6483

CERTIFIED MAIL

\$6.800  
US POSTAGE  
FIRST-CLASS  
FROM 68046  
04/12/2019  
stamps  
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CITY OF DAVID CITY  
PO Box 191  
c/o City Clerk  
557 N 4th St  
David City NE 68632-1623

City Attorney Egr stated: "On the Heaton property, the tax sale certificates came up, the County bought them, and then after the County bought them after three years, then this company came in and bought them from the County. They paid the County what the County paid and the interest, and now what they have done, is they've turned around and they said "okay, we've bought them, so now all you other lien holders, we're going to go ahead and foreclose on them and ask for a Treasurer's Deed. You are going to be foreclosed on your liens that you have on there". It doesn't appear, from the notice we got, that there is a lot of back money, there's back taxes, and the question I think that the City has to ask itself, and I left a note for Joan, because Joan was really excited and I can't blame her, we've got mowing liens, we've got other liens and so forth out there, but the one lien that really sticks out always is the real estate taxes. So, if nobody buys the real estate taxes at a tax sale, then the County buys them, and then after three years, a company like this comes out and takes a look at these Counties, they have the personnel that can do that, and they pick and choose properties, and they say we're going to buy them, we're going to pay off the County, and the County is always first in line with the real estate taxes. Once they buy them, because the three years is past, they can ask for a Treasurer's Deed and they can tell all the other lien holders, you've got three months to buy us out or we are going to take over these properties with a Treasurer's Deed and you're screwed out of your lien. So, the city has to decide, and the interesting thing about this, there's a child support lien on these properties, and Health & Human Services (HHS) is also screwed out of that. Any other lien holders are out, and so the City is going to have to decide one of these days, and I think it's getting to come up sooner than later, do we start getting into that business where we've got properties where we've got mowing liens and other things like that, and do we start actively going in there and saying: "Ok, City you bought some of these tax sale certificates, three years is past that you bought them, we're not going to buy them from you and we're going to start foreclosing, but the only way we can start foreclosing is if we are first in line, and we become first in line by paying the County off first."

Mayor Zavodny stated: "Ok, but they paid the County off first. Are we allowed to pay that company what they paid the County?"

City Attorney Egr stated: "Yes, plus interest to date."

Mayor Zavodny stated: "Let me counter argue a little bit, I think we are in that business already, especially if we do any demolition. We've got such a big investment in that property we can't just let it go to somebody else for next to nothing. I think it's a mistake, and then we have the on-going mowing, I think the only way through this is the City owning some of these and getting it back on the tax rolls. I think that's the way to do it."

Council member Trowbridge asked: "What brought us to this point, because we haven't been to this point on the other ones?"

City Attorney Egr stated: "It's because the County hasn't done anything with them, but here's a private company that's in the business of buying tax sales certificates from the Counties. So, once the County has waited it's three years, and the time has passed, these companies come in, look at the property, and they buy them from the County. They bring them up to date, pay the 14% interest on them, and then what they can do is ask for a Treasurer's Deed, and that's what they did."

Council member Trowbridge stated: "But we've been notified and we haven't been notified before."

Mayor Zavodny stated: "I'm not sure we've had one that was this far in arrears."

City Attorney Egr stated: "That's right. This is one of the first that has been that far in arrears and we've been properly notified, and we've got three months to come in and say "Ok, we are going to pay you off", and that puts us first in line."

Mayor Zavodny stated: "Let me ask a question; we have several here, what if HHS says "we want to pay you off", and we say "we want to pay you off", how does that work?"

City Attorney Egr stated: "First in line, first in time."

Mayor Zavodny stated: "Ok, so I would recommend that, if we're not too late, tonight we authorize going and paying that company; now, I wish we had a firm number as to what it comes up to with interest. What we have to lose here, is the whole expense we had to take that down and the mowing over the years; we have a lot to lose here. We've got to get where we are in control, I think."

City Attorney Egr stated: "The taxes assessed for 2014, 2015, and 2016 is \$775.59. The amount of subsequent taxes for 2017 is \$197.50. The interest to April 11, 2019 is \$140.69."

Council member Trowbridge stated: "So roughly \$1,100. If you don't do it, you lose."

Discussion followed.

Mayor Zavodny stated: "As the process, do we have to go to the County or do we have to go to this private company now?"

City Attorney Egr stated: "We have to go to this Company, make contact with them, and say we want to pay it off."

Mayor Zavodny asked: "Can you do that for us?"

City Attorney Egr stated: "Yes."

Therefore, Council member Trowbridge made a motion to authorize City Attorney Egr to contact Ambrose Land Holdings LLC, A Nebraska Limited Liability Company, concerning paying them for the West 95' of Lots 16, 17, and 18, Block 19, Original Town, David City, and putting the City first in line. Council member Kobus seconded the motion. Voting AYE: Council members Meysenburg, Hotovy, Smith, Vandenberg, Kobus, and Trowbridge. Voting NAY: None. The motion carried.

Council member Hotovy made a motion to reappoint Jim Masek and Keith Marvin to the Planning Commission, each for an additional three-year term. Council member Kobus seconded the motion. Voting AYE: Council members Meysenburg, Trowbridge, Vandenberg, Smith, Kobus, and Hotovy. Voting NAY: None. The motion carried.

Council member Hotovy made a motion to go into executive session to discuss a legal issue. Council member Trowbridge seconded the motion. Voting AYE: Council members Smith, Kobus, Vandenberg, Meysenburg, Trowbridge, and Hotovy. Voting NAY: None. The motion carried.

Mayor Zavodny stated, "At 7:55 p.m. we are going into executive session to discuss a legal issue." Mayor Zavodny, Council members Meysenburg, Kobus, Hotovy, Smith, Vandenberg, and Trowbridge, City Attorney Egr, and City Clerk Kovar went into executive session at 7:55 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 8:17 p.m.

There being no further business to come before the Council, Council member Vandenberg made a motion to adjourn. Council member Kobus seconded the motion. Voting AYE: Council members Meysenburg, Trowbridge, Smith, Hotovy, Kobus, and Vandenberg. Voting NAY: None. The motion carried and Mayor Zavodny declared the meeting adjourned at 8:20 p.m.



CERTIFICATION OF MINUTES  
April 24<sup>th</sup>, 2019

I, Joan Kovar, duly qualified and acting City Clerk for the City of David City, Nebraska, do hereby certify with regard to all proceedings of April 24<sup>th</sup>, 2019; 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.

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Joan Kovar, City Clerk