

**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 **10th day of January, 2018**, in the meeting room of the City Office, 557 North 4th 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 4th day of January, 2018.

AGENDA AS FOLLOWS:

1. Roll Call;
2. Pledge of Allegiance;
3. Inform the Public about the location of the Open Meetings Act and the Citizens Participation Rules; _____
Mayor Alan Zavodny
4. Minutes of the December 13th, 2017 meeting of the Mayor and City Council; _____
Council President Gary D. Smith
5. Consideration of Progress Estimate #7 for Constructors, Inc. in the amount of \$334,876.11; _____
Council member Thomas J. Kobus
6. Consideration of Claims;
7. Committee and Officer Reports, including an update from the City Administrators' search committee; _____
Council member Dana E. Trowbridge
8. Presentation by Ryan Ruth including a comparison of the H.S.A. and the H.R.A. costs to the taxpayer/ratepayer, and consideration of such as part of the Blue Cross Blue Shield Health Insurance; _____
Council member Kevin N. Hotovy
9. 7:30 p.m. Public Hearing to consider the adoption of a One-Year and Six-Year Street Improvement Program for the City of David City, Nebraska; _____
Council member Patrick J. Meysenburg
10. Consideration of Resolution No. 1 – 2018 accepting the One-Year and Six-Year Street Improvement Plans; _____
Council member John P. Vandenberg
11. Consideration of Amendment #4, to the Letter Agreement for Professional Services with Olsson Associates, concerning the sewer improvement project; _____
City Clerk Joan E. Kovar

12. Consideration of Amendment #1, for Olsson Associates providing professional services for slip-lining, point repairs, manhole, sanitary sewer main and service repairs;
13. Public Hearing to consider amending Zoning Ordinance No. 1060 by amending Article 8: Supplemental Regulations to amend Section 8.03 Fences, by amending Section 8.03.01 Residential Fence Regulations, 8.03.02 Perimeter Fencing, 8.03.03 Retaining Walls, and 8.03.04 Fences In Existence;
14. Consideration of Ordinance No. 1281 amending Zoning Ordinance No. 1060 by amending Article 8: Supplemental Regulations to amend Section 8.03 Fences, by amending Section 8.03.01 Residential Fence Regulations, 8.03.02 Perimeter Fencing, 8.03.03 Retaining Walls, and 8.03.04 Fences In Existence as of the date of adoption of this ordinance; to provide for the repeal of any ordinance or resolution in conflict therewith; to provide for an effective date thereof; and to authorize publication in pamphlet form;
15. Public Hearing to consider amending Zoning Ordinance No. 1060 by amending Section 4.14 Accessory Buildings;
16. Consideration of Ordinance No. 1282 amending Zoning Ordinance No. 1060 by amending Section 4.14 Accessory Buildings; to provide for the repeal of any ordinance or resolution in conflict therewith; to provide for an effective date thereof; and to authorize publication in pamphlet form;
17. Consideration of liens filed on properties for mowing, demolition, etc.;
18. Presentation of the Financial Statements for fiscal year ended September 30, 2017;
19. Consideration of directing that the below-listed documents be placed on file with City Clerk Joan Kovar, to-wit:
 - a) Resolutions and Actions of the Nebraska Cooperative Government Commission- Rules and Regulations of the Lottery,
 - b) Ordinance No. 1 of the NCG, granting a lottery operator charter to Community Lottery Systems, Inc., d/b/a/ Lotto Nebraska,
 - c) Minutes of all NCGC meetings, through the most recent meeting of October, 2017.
20. Adjournment;

CITY COUNCIL PROCEEDINGS

January 10, 2018

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 4th Street, David City, Nebraska. The Public had been advised of the meeting by publication of notice in The Banner Press on January 4th, 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 Smith, Thomas Kobus, John Vandenberg, Patrick Meysenburg, and Kevin Hotovy, City Attorney Jim Egr, and City Clerk Joan Kovar. Council member Dana Trowbridge was absent.

Also present for the meeting were: Matt Rief of Olsson Associates, Ryan Ruth of Agency One Financial Services, Joe Held of Schumacher, Smejkal, Brockhaus, and Herley, P.C., Sheriff Marcus Siebken & deputy, Jeff Hilger, Matt Fleming, Planning Commission member Janis Cameron, Street Supervisor Rodney Rech, Street employee T. J. Busch, Building Inspector Ray Sueper, Banner Press Editor Larry Peirce, Park/Auditorium Supervisor Bill Buntgen & wife Lisa, Sewer Supervisor Travis Hays & wife Leah, Water/sewer employee Aaron Gustin, Deputy Clerk Tami Comte, and Billing Clerk Lori Matchett, .

The meeting opened with the Pledge of Allegiance.

Mayor Alan Zavodny informed the public of the "Open Meetings Act" posted on the east wall of the meeting room and asked those present to please silence their cell phones.

The minutes of the December 13th, 2017 meeting of the Mayor and City Council were approved upon a motion by Council member Kobus and seconded by Council member Smith. Voting AYE: Council members Vandenberg, Hotovy, Meysenburg, Smith, and Kobus. Voting NAY: None. Council member Trowbridge was absent. The motion carried.

Council member Hotovy made a motion to approve progress estimate #7 for Constructors, Inc. in the amount of \$334,876.11. Council member Meysenburg seconded the motion. Voting AYE: Council members Kobus, Vandenberg, Smith, Meysenburg, and Hotovy. Voting NAY: None. Council member Trowbridge was absent. The motion carried.

Mayor Zavodny asked for consideration of claims. Council member Smith made a motion to authorize the payment of claims and Council member Kobus seconded the motion. Voting AYE: Council members Meysenburg, Hotovy, Vandenberg, Kobus, and Smith. Voting NAY: None. Council member Trowbridge was absent. The motion carried.

Mayor Zavodny asked for any comments or questions concerning the Committee and Officer Reports.

Mayor Zavodny had asked Building Inspector Ray Sueper to check on the water flow from Sabata's 3rd Addition and its effect on neighboring properties to the south. Ray stated: "Mike (Mike Davis of Olsson Associates) and I did look into that today. We didn't find that there were any newly created water flows, anything that weren't already existing flows, coming onto the property. Mike suggested that we get a report from Gilmore & Associates, with any concerns from the citizens, referencing the hydraulic study that was done prior to the construction showing that the flow patterns were consistent with what was existing before construction began, and that would resolve any disputes."

Mayor Zavodny asked: "Were there any glaring impediments to the water flow?"

Building Inspector Sueper stated: "No, actually it looked like Obrist & Co. had voluntarily removed the log jam that was in the creek between last week and this week. So hopefully that resolves itself. If we need to have Keith, of Gilmore & Associates, provide us with more information for the citizens we can go that route."

Mike Davis of Olsson Associates prepared the following report concerning Sabata's 3rd Addition:

I was on site this morning to meet with Ray Sueper, David City Building Inspector; to check the drainage from the new storm water system for the sub-division. We both noted that the contractor had opened the water way to the pond to enhance drainage. While on site I completed a preliminary list of items from the street construction that will require attention.

1. Sidewalks have not been placed to match into existing walkways on the North and South side at 11th St and Larry J Sabata Drive.
2. Grading and seeding will need to be completed at same, some thought should be given to removing the culvert under the walk on the Northside and filling the yard to grade, also grade the ditch both North and South of the new culvert.
3. Remove all excess spoils from the roadway throughout the entire project area and sweep the street clean.
4. Inlet protection needs to be placed at all eight curb inlets, i.e. filter socks (developer).
5. When construction is finished all storm sewer lines will require jet-vacing (developer).
6. Plans show a concrete discharge with a flap-gate, that is ordered but not delivered (Obrist and Company).
7. No progress has taken place with the utility pole at the North end of 12th Street. (developer)
8. Fire hydrants on the North end are both about 18" to high, valve boxes need landscaped and adjusted.
9. Construction driveway East of 12th Street North end has no culvert under it, water has nowhere to drain.
10. Paving of the remaining radius North end of 12th Street after pole is moved.
11. Stop construction traffic from using 12th Street North entrance there is no header to prevent pavement damage.

This is just an early list, some of the items (3,4,11) need done ASAP.

City Administrator Search Committee members Smith and Meysenburg reported that to date only two applications have been received. They are expecting two more applications in the near future.

Mayor Zavodny stated: "What we are going to do is look till we think we've found the person that is the right fit and can do what we need done; so, appreciate that."

Council member Hotovy made a motion to accept the Committee and Officers Reports as presented. Council member Smith seconded the motion. Voting AYE: Council members Vandenberg, Meysenburg, Kobus, Smith, and Hotovy. Voting NAY: None. Council member Trowbridge was absent. The motion carried.

Ryan Ruth of Agency One Financial Services presented t comparison of the H.S.A. and the H.R.A. costs to the taxpayer/ratepayer concerning the health insurance for the employees:



Agency One Financial Services
 594 N 4th St.
 David City, NE 68632

	Employees	Individual Deductible	Family Deductible	Monthly Premium	Annual Premium
Current Plan	15	\$2,700.00	\$ 5,400.00	\$ 16,894.82	\$ 202,737.84
Proposed	8	\$5,500.00	\$ 11,000.00	\$ 5,102.69	\$ 162,205.80
	7	\$4,500.00	\$ 9,000.00	\$ 8,414.46	

Fully Insured with HSA Total

\$ 181,654.35	\$ 181,654.35	\$ 181,654.35	\$ 181,654.35	\$ 181,654.35
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HSA Contribution

	Individual	Family	Total
Individual	6	\$2,500.00	\$ 15,000.00
Family	9	\$5,000.00	\$ 45,000.00
			Sub Total \$ 60,000.00

HRA Potential Claim Experience %

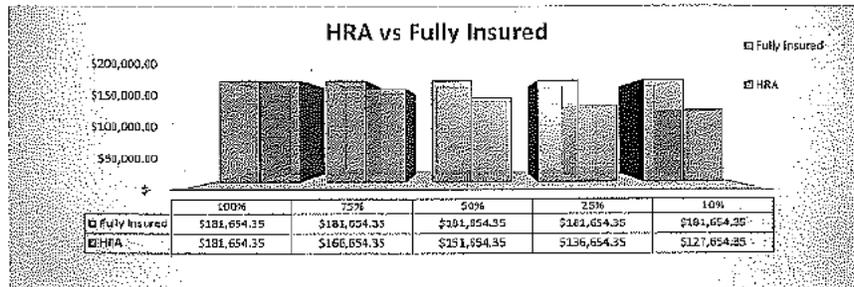
100%	75%	50%	25%	10%
\$ 50,000.00	\$ 45,000.00	\$ 30,000.00	\$ 15,000.00	\$ 6,000.00
\$ 181,654.35	\$ 166,654.35	\$ 151,654.35	\$ 136,654.35	\$ 127,654.35

HRA Plan Cost

	Set-Up Fee	Employees	Total
	1		\$ 750.00
		15	\$80.00
			Sub Total \$ 1,200.00

Potential Savings with HRA

\$ (1,950.00)	\$ (13,050.00)	\$ (28,050.00)	\$ (43,050.00)	\$ (52,050.00)
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Agency One Financial Services
 594 N 4th St.
 David City, NE 68632

	Employees	Individual Deductible	Family Deductible	Monthly Premium	Annual Premium
Current Plan	15	\$2,700.00	\$ 5,400.00	\$ 13,180.00	\$ 158,160.00
Renewal	15	\$2,700.00	\$ 5,400.00	\$ 16,894.82	\$ 202,737.84
Proposed	8	\$5,500.00	\$ 11,000.00	\$ 5,102.69	\$ 162,205.80
	7	\$4,500.00	\$ 9,000.00	\$ 8,414.46	

Current (2017) Plan with HSA Contribution

\$206,760.00	City of David City Portion	\$167,220.00
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2018 HSA Contribution (Proposed)

	Individual	Family	Total
Individual	6	2500	\$ 15,000.00
Family	9	5000	\$ 45,000.00
			Sub Total \$ 60,000.00

2018 Renewal with 2017 HSA Contribution

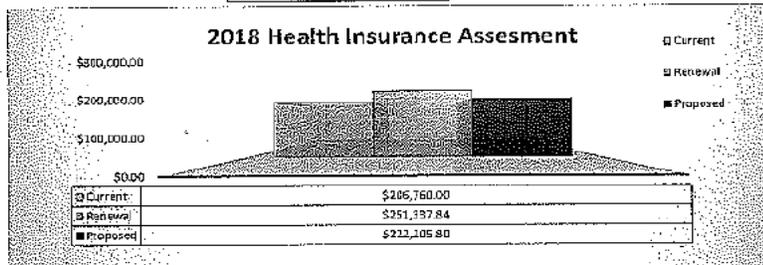
\$251,337.84	City of David City Portion	\$200,653.38
% change: 21.56%		

2017 HSA Contribution

	Individual	Family	Total
Individual	6	2025	\$ 12,150.00
Family	9	4050	\$ 36,450.00
			Sub Total \$ 48,600.00

2018 Proposed Plan with (Revised) HSA

\$222,205.80	City of David City Portion	\$181,654.35
% change: 7.47%		



Ryan Ruth stated: "Quick recap from the last meeting. Council elected to move forward with the proposed change to Blue Cross Blue Shield which was a dual option plan; 8 employees electing one plan and 7 employees selecting the other. What was also proposed at the meeting that kind of spawned what we are talking about tonight is, we proposed \$2,500 for an individual, \$5,000 for a family, going to the employees H.S.A.'s totaling \$60,000.00. Then I was asked to bring H.R.A. proposals or ideas. (Ryan presented an additional packet of information "Total Administrative Services Corporation TASC HRA) Just a quick snapshot of H.S.A. versus H.R.A.: H.S.A. is a contribution that's made and then it goes into the employees personal H.S.A. accounts. Once that money's in there, it's the employees to do with what they want. The H.R.A. is a reverse of that where the employer reimburse for medical expenses incurred, medical expenses and a few other things, if elected by the City. So as the expenses are incurred they're reimbursed by the City, and then it's on a per claim basis, so as they get the bill and pay them, they are reimbursed. TASC would be the third-party administrator that would be administering the H.R.A. If you were to do an H.R.A. you are kind of looking at two options. The first one is a "First Dollar Plan" so from dollar one you could have the H.R.A. reimburse the employees, and you could set that to a certain amount, if it's, \$2,500 for an individual, \$5,000 for a family. The one thing to keep in mind, or I want everyone to be aware of, is that the employee's right now with Blue Cross Blue Shield have high deductible health plans which work with H.S.A.'s. In order for those to be eligible for H.S.A. contributions, the first \$1,350 needs to be the deductible for an individual and \$2,700 for the family. So, if you do a "dollar first plan" you're making it ineligible for the employees to contribute to their H.S.A.'s. So, they can still use the money that's in there, but if they made a contribution in 2018 with the "dollar first plan" that would be ineligible and there would be a tax penalty for making that contribution. So, since we are sitting here on the tenth, we may have already had employees make contributions. So, a "dollar first plan" you could still retroactively go back to the first and do it, however if H.S.A.'s contributions have been made by the employees already there could be some tax penalties for them. The other way is to do the second option which is the "HRA Embedded Deductible Plan" so we could do the \$1,350 and the \$2,700, so anything after \$1,350 and \$2,700, and embed the HRA contribution after that, and then the high deductible health plans are eligible again and the contributions made by employees wouldn't have any tax consequences, they would be okay. So, you might want to be a little careful of how you structure that if you were to go that route. Now we could set this up, or you could have it pay for just deductible only, deductible/prescriptions, deductible/prescriptions/co-insurance, there are a lot of different options. I think the gist was to structure it just like the H.S.A. and if the HRA funds went unused it would be savings back to the City. The printout illustrates what the potential numbers could look like. Keep in mind in November we did fully underwritten applications for the City employees and it didn't come back with the best results, so my best estimate is you'd be looking at the best I would think 50% experience, probably closer to 75%. So, there is savings there but not a whole lot, but it is savings none the less. That's the differences and then the cost to administer the plan is a one-time fee of \$750.00 and then it's \$1,200, basically \$100.00 per month, for the employees, so \$1,950.00 to administer the HRA plan. To get this set up they said we really need to get the paperwork in and done by January 31st to go back to a January 1st effective date. Then we are going to have to process all claims and reimburse all claims from the 1st of January. But really, what I am looking at and what I would propose is, if you guys want to consider the HRA, next October we take a look at all benefits and we determine what eligible hours are, what plans are available, if we want to do H.S.A. / HRA and we start looking at that. The struggle I have when I come to the City with proposals is, the renewal we usually don't get till early November; sometimes it's before the meeting, sometimes it's right at the day of the meeting, or a little after. It's hard to have numbers and then you guys have to make a decision at the December meeting. What my hope would be is that we would discuss it in October, lay out a design of benefits, be able to go to the employees and convey those benefits, and then

see who wants to enroll, who doesn't want to enroll based on what was decided by the Council, and then in November we would have numbers and hopefully be able to decide, as far as what the benefits would be, and then we could go ahead and enroll everyone past that mark. Right now, it's kind of tough because I bring you guys the options in November and you guys have to make a decision by December, but really the employees have to decide between November and December before you guys make the final decision. It's just the dynamics of when everyone meets and then when the renewals come out, it's just kind of hard, so that would be my recommendation. At this stage in the game, really, we need a decision tonight on the HRA if you wanted to do that and then I'd have to know how you we want to set it up basically by the end of the month and then we'd have to go back and process everything from the beginning. It can be done but it's kind of getting late in the game to do it as well. That's why I recommend maybe looking at it in October, kind of figuring out what you guys want it to look like, and then I can have better numbers / proposals in mind."

Discussion followed.

Mayor Zavodny stated: "The challenge will be, if you want to look at compensation as a bigger package, the more complicated and convoluted we make it the harder it is for us to gauge....."

Council member Hotovy stated: "I think you can look at an H.S.A. as part of your compensation package."

Mayor Zavodny stated: "That was the thought process I had. It's money that the employee gets to keep, if you factor that into salaries plus that chunk, because people have to spend money on their health care one way or another. The only thing that's not beautiful about it is it's a fixed cost and it's in January and somebody leaves February 1st they get the benefit of the whole year. But you know what, our employees are our biggest resource and our most important asset, we don't take care of them the business of the City doesn't get done. Is there a compelling reason for us to make a change? I'd like to hear it."

Ryan Ruth stated: "Not today, no. The compelling argument that I think was trying to be made was, if those HRA's aren't maxed out by every employee, that's a savings to the City, and that's the only reason or argument that I have heard. HRS's benefit the employer and H.S.A.'s benefits the employees."

Council member Hotovy stated: "What I am worried about is that the H.S.A. is being considered as part of, and it should be, if I was an employee I would consider it part of my compensation package, I would get rather nervous if it went away."

Ryan Ruth stated: "The other feedback I heard from some of the employees was that they made decisions with their spouses based on what their spouses coverage was compared to what they were offered. They made those decisions in November and December based on that and now a change is being brought up, and they would have elected to go maybe with their spouses' coverage, or the spouses each take separate coverages with their employers, but they made decisions on what was proposed to them and now that's kind of changing and that didn't set well with some of the employees. That's why I propose next October, if you want, we can look at all this, design what you want the benefits to look like, and then hopefully we would have numbers and everything to vote on in November, and then proceed with enrolling everyone past that."

Council member Hotovy stated: "I see no reason to go away from the H.S.A. Account."

Mayor Zavodny stated: "So deductibles we talked about 75% participation."

Ryan Ruth stated: "Yes, the City participates at 75%. The deductibles, we had dual options, but they both increased, and then we raised the City's contribution into their H.S.A. Accounts to \$5,000 for family and \$2,500 for single. The employee's out of pocket match was also greatly increased. By doing that, we stayed at a 7½% increase for the year which I felt was pretty good compared to a 28% increase that we go hit with right away, so that was another reasoning behind my proposal.

Mayor Zavodny stated: "At the risk of getting labeled as not caring about the taxpayer/ratepayer, to me I think it is pretty late in the game to pull the rug out from underneath our employees, that doesn't seem fair to me. Now in October, you know we need to be ready to look at this and get our information together much earlier."

Council member Hotovy made a motion to stay with the H.S.A. Accounts for the city employees as part of the Blue Cross Blue Shield Health Insurance coverage. Council member Meysenburg seconded the motion. Voting AYE: Council members Smith, Kobus, Vandenberg, Meysenburg, and Hotovy. Voting NAY: None. Council member Trowbridge was absent. The motion carried.

Mayor Zavodny stated that he didn't think the August Committee of the Whole meeting would be too early to start discussions concerning the health insurance coverage and benefits as there are a lot of parts to consider.

Mayor Zavodny opened the Public Hearing at 7:30 p.m. to consider the adoption of a One-Year and Six-Year Street Improvement Program for the City.

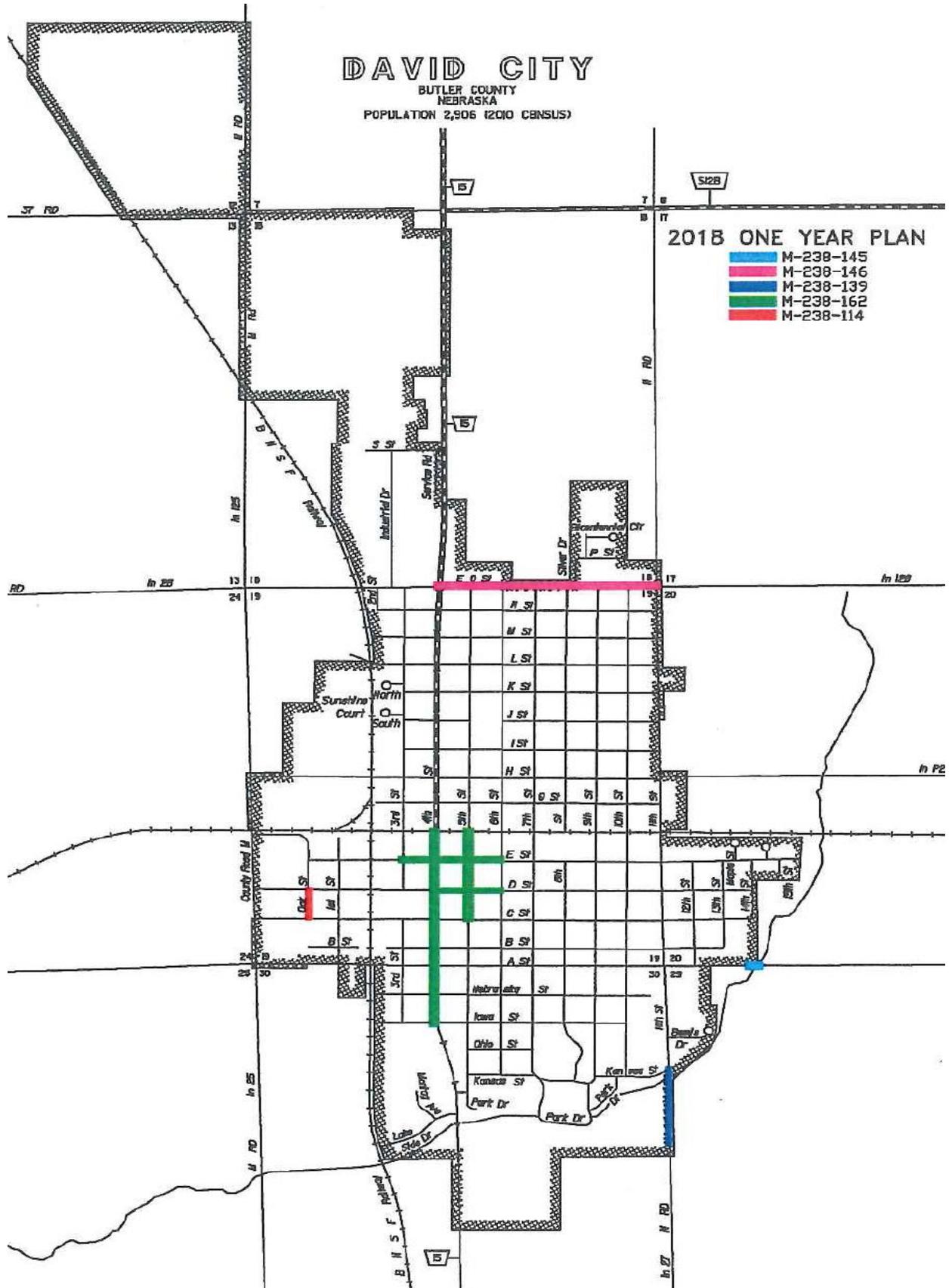
Matt Rief of Olsson Associates stated: "Basically every year, for the tax monies that the City receives from the State, we have to submit the One and Six Year Street Improvement Plan. On the One Year plan the big project is the completion of the Downtown project, Oak Street, "A" Street by the culvert and the bridge, and then "O" Street on the north end of town from 4th to 11th Street. Those are basically the One Year Street Plan that you really want to focus on."

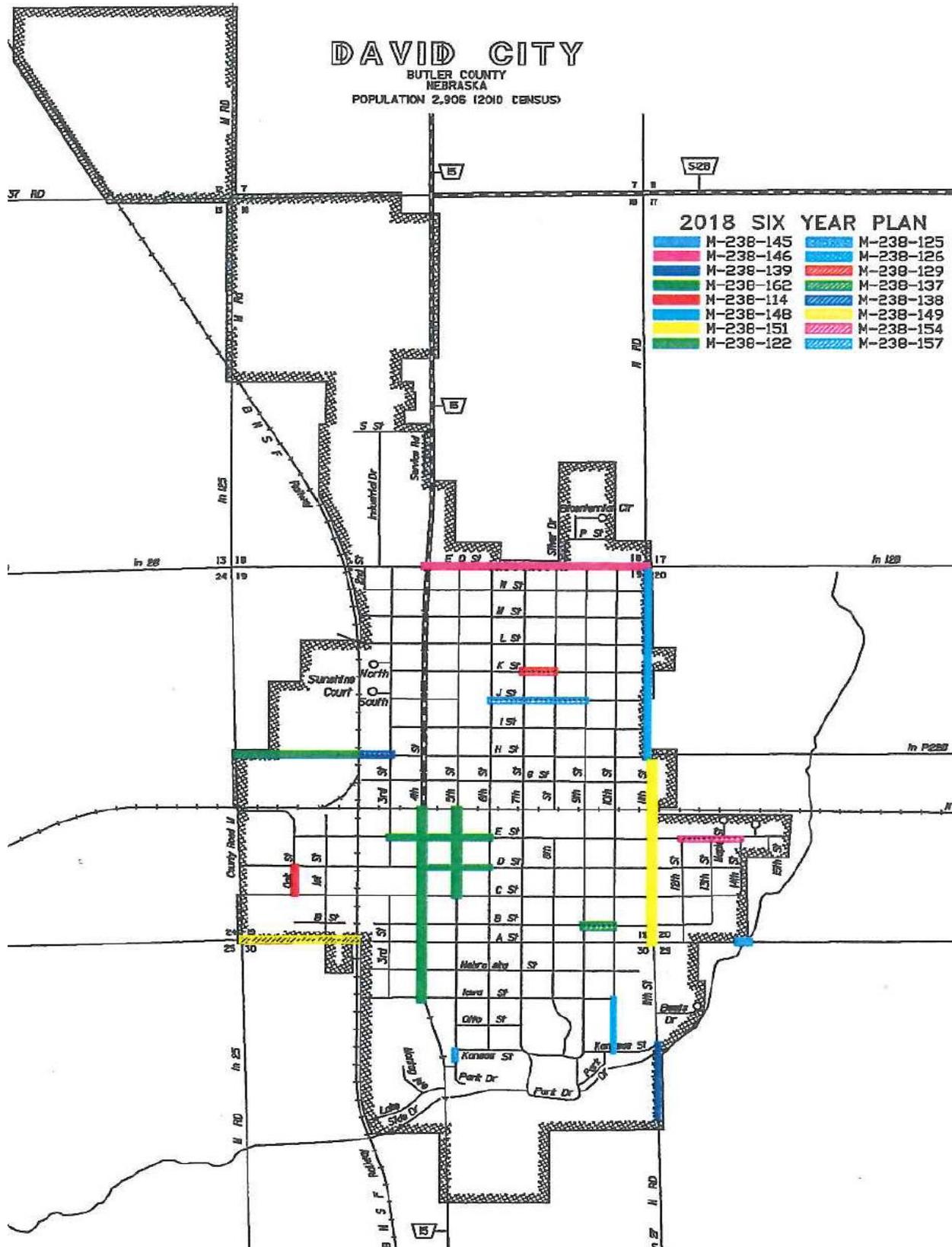
Mayor Zavodny asked: "A block of good concrete and curb & gutter is running about what these days?"

Matt Rief stated: "Full with pavement, I would say probably, it's going to depend on how many blocks you are going to do, but anywhere from that \$30,000 to \$50,000; so about \$300/ft. but it all depends on how much you are doing at one time. The other rule of thumb is one million per lane mile, so one lane for a mile. The One Year Street Plan can be amended, it doesn't commit you to it, but you have to have them on the plan if you are going to move forward with them this year."

The Six Year Plan was discussed briefly. Discussion followed.

There being no other comments, Mayor Zavodny closed the Public Hearing at 7:39 p.m.





Council member Hotovy introduced Resolution No. 1 – 2018 accepting the One-Year and Six-Year Street Improvement Plans and moved for its passage and adoption. Council member Meysenburg seconded the motion. Voting AYE: Council members Vandenberg, Smith, Kobus, Meysenburg, and Hotovy. Voting NAY: None. Council member Trowbridge was absent. The motion carried.

RESOLUTION NO. 1 – 2018

WHEREAS, The City of David City, Nebraska, has conducted a Public Hearing on January 10, 2018, in accordance with the requirements of the Board of Public Roads Classifications and Standards.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DAVID CITY, NEBRASKA, that the One Year and Six Year Street Improvement Plans for Streets, as presented at the public hearing, are unanimously accepted and the City Clerk is hereby instructed to forward a certified copy of this resolution to the Board of Public Roads Classification and Standards of the State of Nebraska.

PASSED AND APPROVED this 10th day of January, 2018.

Mayor Alan Zavodny

City Clerk Joan E. Kovar

Council member Kobus made a motion to authorize Mayor Zavodny to sign Amendment #4, to the Letter Agreement for Professional Services with Olsson Associates, concerning the sewer improvement project. Council member Smith seconded the motion. Voting AYE: Council members Meysenburg, Vandenberg, Hotovy, Smith, and Kobus. Voting NAY: None. Council member Trowbridge was absent. The motion carried.

LETTER AGREEMENT FOR PROFESSIONAL SERVICES

AMENDMENT #4

THIS AMENDMENT, made to the LETTER AGREEMENT FOR PROFESSIONAL SERVICES, and subsequent Amendments made in March 23, 2011, January 11, 2017 and May 10, 2017 hereinafter called the "AGREEMENT" dated August 31, 2009 by and between City of David City, Nebraska, hereinafter called "OWNER" and Olsson Associates Hereinafter called "ENGINEER".

OWNER and ENGINEER agree as follows:

1. Define Agency – The Rural Utilities Service or any designated representative of Rural Utilities Service, including USDA, Rural Development.
2. The General Conditions are clarified to be EJCDC C-700, Standard General Conditions of the Construction Contract, and 2013 Edition.
3. Add paragraph 8.05 to the Agreement as follows:

8.05 Federal Requirements

A. Agency Concurrence. Signature of a duly authorized representative of the Agency in the space provided on the signature page of AGREEMENT hereof does not constitute a commitment to provide financial assistance or payments hereunder but does signify that this Agreement conforms to Agency's applicable requirements. This Agreement shall not be effective unless the Funding Agency's designated representative concurs. No amendment to this Agreement shall be effective unless the Funding Agency's designated representative concurs.

B. Audit and Access to Records. Owner, Agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Engineer which are pertinent to the Agreement, for the purpose of making audits, examinations, excerpts, and transcriptions. Engineer shall maintain all required records for three years after final payment is made and all other pending matters are closed.

C. Restrictions on Lobbying. Engineer and each Consultant shall comply with "Restrictions on Lobbying" if they are recipients of engineering services contracts and subcontracts that exceed \$100,000 at any tier. If applicable, Engineer must complete a certification form on lobbying activities related to a specific Federal loan or grant that is a funding source for this Agreement. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other applicable award. Each tier shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Certifications and disclosures are forwarded from tier to tier up to the Owner. Necessary certification and disclosure forms shall be provided by Owner.

D. Suspension and Debarment. Engineer certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. Engineer will not contract with any Consultant for this project if it or its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from

LETTER AGREEMENT FOR PROFESSIONAL SERVICES

participation in this transaction by any Federal department or agency. Necessary certification forms shall be provided by the Owner. The Engineer will complete and submit a form AD-1048, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – lower tier transactions," to the Owner who will forward it the USDA, Rural Development processing office.

4. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner and Agency during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.
5. Engineer must also incorporate all Agency regulations, forms, and design and construction standards applicable to the project in development of the construction documents.
6. The Engineer shall identify the building codes and accessibility standards used in the design and indicate them on the drawings and specifications and certify that the final drawings and specifications comply with those standards.
7. Furnish for review by Owner, its legal counsel and Agency copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.
8. Provide the Owner and Agency with a written certification that the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables comply with all requirements of Agency. Use the Engineer's Certification of Final Plans and Specifications (Attachment GC-B) for this purpose.
9. Obtain Agency concurrence on any addenda that modify the bidding documents. Obtain prior concurrence where possible.
10. The Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors prior to award of contracts for the Work. Engineer shall issue a bid addendum for any and all approved "or equals" and substitutes. Review of substitutes and "or equals" shall be in accordance with the General Conditions of the Construction Contract and applicable Agency regulations. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
11. Participate in and chair a pre-construction conference prior to commencement of Work at the Site.
12. The visits described in Article A1.05.A.9.a shall be at least monthly and the Engineer shall document all visits to the project with copies furnished to the Owner and Agency."
13. Upon Substantial Completion, the Engineer shall provide a copy of the Certificate of Substantial Completion to the Agency.

LETTER AGREEMENT FOR PROFESSIONAL SERVICES

14. Record Drawings are part of Construction Administration.
15. Operation and Maintenance Manual is part of the Construction Administration.
16. Invoices must include a breakdown of services provided.
17. Owner shall pay Engineer for Basic Services, except for services of Engineer's Resident Project Representative, if any, as follows:

A. A Lump Sum amount of \$[301,175] based on the following estimated distribution of compensation:

a. Study and Report Phase (Orig. Agree.)	\$ 29,238
Study and Report Phase (Amend #2)	\$ 8,740
b. Design Phase (Amend #1)	\$ 140,106
c. Design Phase (Amend #3)	\$ 39,950
d. Bidding and Negotiating Phase (Amend #1)	\$ 6,400
e. Construction Phase (Amend #4)	\$31,616
f. Post-Construction Phase (Amend #4)	\$8,625
g. Additional Services (Amend #2)	\$ 2,000
h. SCADA (Amend #2)	\$ 34,500

B. Engineer 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 writing by the Owner and Agency.

C. The Lump Sum includes compensation for Engineer's services, Reimbursable Expenses and services of Engineer's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses (other than any expressly allowed Reimbursable Expenses), and Consultant charges.

D. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.

LETTER AGREEMENT FOR PROFESSIONAL SERVICES

- E. *Period of Service:* The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding [9] months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted with concurrence of the Owner and Agency.

18. Compensation for Resident Project Representative Basic Services – Standard Hourly Rates
Method of Payment

A. *Owner shall pay Engineer for Resident Project Representative Basic Services as follows:*

1. *Resident Project Representative Services:* For services of Engineer's Resident Project Representative, an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel time Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus related Reimbursable Expenses an Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated to be \$[58,355] based upon part-time RPR services on an eight-hour workday, Monday through Friday, over a [26] week construction schedule. The Standard Hourly Rate for RPR services is between \$60 and 85 per hour.

B. *Compensation for Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01, and are directly related to the provision of Resident Project Representative, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Amendment.
2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and assistants; toll telephone calls, mobile phone charges and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be those internal expenses related to the Resident Project Representative that are actually incurred or allocated by Engineer.
4. The Reimbursable Expenses Schedule will be adjusted annually (as of January 1]) to reflect equitable changes in the compensation payable to Engineer. Changes will not be effective unless and until concurred in by the Owner and Agency.

LETTER AGREEMENT FOR PROFESSIONAL SERVICES

5. *Estimated Compensation Amounts:*

- a. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
- b. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner and Agency written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.

19. Project Schedule. The Owner and Engineer agree on the following schedule. Any modifications shall be concurred in by Agency.

Description	Date
Anaerobic Digester (AD) Final Plans and Specifications.	October 1, 2017
(AD) Bidding / Bid Consideration	January 15, 2018 / Feb. 14, 2018
(AD) Preconstruction Meeting	March 15, 2018
(AD) Final Construction	November 15, 2018 – final completion
Relining (RE; separate project number and agreement) and Lagoon Maintenance Engineering Agreement	January 15, 2018
(RE) Final Plans and Specifications	May 15, 2018
(RE) Bidding	August 15, 2018
(RE) Preconstruction Meeting	October 15, 2018
(RE) Final Construction	October 15, 2019

RUS CERTIFICATION PAGE

PROJECT NAME:

The Engineer and Owner hereby concur in the Funding Agency required revisions. In addition, Engineer certifies to the following:

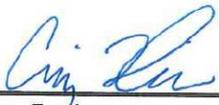
All modifications required by RUS Bulletin 1780-26 have been made in accordance the terms of the EJCDC license agreement, which states in part that the Engineer "must plainly show all changes to the Standard Text, using 'Track Changes' (redline/strikeout), highlighting, or other means of clearly indicating additions and deletions." Such other means may include attachments indicating changes (e.g. Supplementary Conditions modifying the General Conditions).

SUMMARY OF ENGINEERING FEES

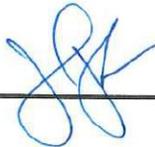
Note that the fees indicated on this table are only a summary and if there is a conflict with any provision, the earlier provisions overrule the values on this table. Fees shown will not be exceeded without the concurrence of the Agency.

Basic Services	\$ <u>301,175.00</u>
Resident Project Observation	\$ <u>58,355.00</u>
Additional Services	\$ <u>-</u>
TOTAL:	\$ <u>359,530.00</u>

Any adjustments to engineering fees or changes to maximum estimated values must be approved by the Agency and must include a table of what specific category or categories of fees are being changed, what fees were before and after the change, and the resulting total fee.



Engineer



Date

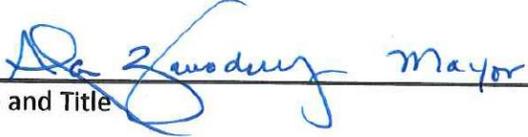
1/3/2018

Craig Reinsch, PE Design Engineer

Name and Title

1-10-2018

Owner Date



Name and Title

Agency Concurrence:

As lender or insurer of funds to defray the costs of this Contract, and without liability for any payments thereunder, the Agency hereby concurs in the form, content, and execution of this Agreement.

Agency Representative Date

Name and Title

Council member Smith made a motion to advance to Agenda Item #18 – Presentation of the Financial Statements for Fiscal Year ended September 30, 2017. Council member Kobus seconded the motion. Voting AYE: Council members Meysenburg, Hotovy, Vandenberg, Kobus, and Smith. Voting NAY: None. Council member Trowbridge was absent. The motion carried.

Joe Held, Tax Manager, Schumacher, Smejkal, Brockhaus & Herley PC, presented the Financial Statements for fiscal year ended September 30, 2017. Joe stated: “We do the audit for the City, I’ve done this Audit for the City the last 5 – 7 years, we issued an unmodified opinion which would be a clean opinion for the City. We had one finding and it’s “The City’s management and those charged with governance, lack the capable skills to prepare the financial statements and related footnotes in accordance with the modified cash basis of accounting and generally accepted accounting principles, and to detect a correct a material misstatement, is present”. That is extremely common for smaller municipalities. In prior years we had an additional finding of “segregation of duties”. We are comfortable getting rid of that finding, with the additional staff that’s been placed up front and getting more people involved, so we were really pleased to see that they now have proper segregation with the receipts and expenditures.”

Joe explained the steps taken to perform the audit of the financial statements. Joe stated: “With the Downtown Project we look at all of those invoices and make sure they are getting approved by the Council, that they have the proper documentation, and that the payee is legitimate, things like that. The biggest thing going on right now is the issuance of debt, costs, and I know you guys are really aware of that based on the minutes, we read all those too. So just keep that going forward, have a heightened awareness of those payments coming up which I know you guys are, but from our standard that’s our area of concern, just the projects going on and the costs of those projects. Otherwise, specifically I don’t feel I need to get into any details, if there’s any questions you guys have please feel free to ask now.”

Council member Hotovy made a motion to approve the Financial Statements as presented. Council member Vandenberg seconded the motion. Voting AYE: Council members Meysenburg, Smith, Kobus, Vandenberg, and Hotovy. Voting NAY: None. Council member Trowbridge was absent. The motion carried.

Council member Kobus made a motion to authorize Mayor Zavodny to sign Amendment #1, for Olsson Associates providing professional services for slip-lining, point repairs, manhole, sanitary sewer main, and service repairs. Council member Smith seconded the motion. Voting AYE: Council members Vandenberg, Meysenburg, Hotovy, Smith, and Kobus. Voting NAY: None. Council member Trowbridge was absent. The motion carried.



LETTER AGREEMENT AMENDMENT #1

Date: September 8, 2017

This AMENDMENT ("Amendment") shall amend and become a part of the Letter Agreement for Professional Services dated March 16, 2016 between the City of David City, Nebraska ("Client") and Olsson Associates, Inc. ("Olsson") providing for professional services for the following Project (the "Agreement"):

PROJECT DESCRIPTION AND LOCATION

Project is located at: David City, Nebraska

Project Description: Slip-lining, point repairs, manhole, sanitary sewer main and service repairs as recommended to the City Council in Fall 2016, and submitted to the Nebraska Water/Wastewater Advisory Committee (WWAC). This work is located within the City's existing sanitary sewer collection system, primarily located north of the existing railroad tracks, or F Street. Repair, sludge removal, and restoration of Cells A and C of the City's wastewater treatment facilities, as well as construction of a secondary access road along the ½ section line of Section 25, Township 15N, Range 2E, paralleling an existing power line, and connecting to 35 Road, approximately ½ mile north of the City's wastewater facility.

SCOPE OF SERVICES

Client and Olsson hereby agree that Olsson's Scope of Services under the Agreement is amended by adding the services specifically described below for the additional compensation set forth below:

Design Services

- A project initiation meeting will be conducted with all parties involved to refine project scope, review the project site, identify specific goals, determine area to be surveyed, establish schedule for completion, and establish channels of communication.
- Coordinate with Client's representative for the project. Olsson shall attend two (2) meetings.
- Provide general administrative services to manage and support the design of the project.
- Topographic survey data will include all necessary field and property surveys required for design and construction of the sanitary sewer utility renovation and replacement. This will also provide vertical and horizontal control points. It is anticipated that the water utility replacement will occur within the City's existing ROW, and no easements will be necessary. If additional easements are required for the project, this service can be provided, but will be considered an additional service. Survey will also include the area for a new access road at the wastewater treatment facility from the admin building access road to County Road 35.
- Sludge judging of Cells A, B, and C shall be completed to determine current sludge levels for removal. Cell B is not being considered for renovation, but it has been a while since the sludge levels have been reviewed, and are included with this proposal for consideration.

- Prepare detailed drawings and technical specifications for the proposed construction work and for all equipment and materials required under the contract. The documents will be prepared for construction by a private contractor as contracted with by the Client. The specifications shall not contain contracts, bid forms, bidding instructions, General or Supplementary Conditions, or other documents typically included when the project will be competitively bid.
- Provide three (3) sets of drawings and specifications to the Client for review at 90 percent. As part of the review of each submittal, meet with Client or Client's Designee to discuss their review comments and resolve any questions.
- Perform an "in-house" quality control review of drawings and specifications at 90 percent completion.
- Opinion of Probable Costs: Prepare an opinion of probable construction cost for the project work.
- Present to the Client: Olsson shall present complete plans and specifications to the Client or Client's Designee for review and approval. Any comments shall be incorporated into the final draft of the Contract Documents.
- Submit the project documents to the Nebraska Department of Environmental Quality (NDEQ) and Incorporate Review Comments. Olsson will coordinate the project with NDEQ and USDA-Rural Development, and submit the project plans and specifications as required for approval and issuance of a construction permit. Permit review fees, if any, shall be the responsibility of the Client.
- Provide five (5) sets of final plans and specifications to the Client for their use.

Bidding Services

- Prepare Notice to Bidders and Issue Documents: Olsson will coordinate the issuance of notices to bidders and the production and distribution of bidding documents. Notices will be placed in the official publications directed by the Client, and in bidding services known to provide data to contractors in the area. In addition, invitations will be mailed directly to contractors whom the project team and/or the Client know will be interested in the project. Documents will be available for inspection at Olsson offices.
- Answer Questions and Prepare Addenda: Olsson will coordinate answering questions raised by bidders. Addenda will be prepared, as required, to provide clarification to questions. The Client will be informed on a regular basis of any project changes resulting from bidders' questions.
- Review and Evaluate Bids: Olsson will attend the bid opening. All bids properly received will be reviewed. Any inconsistencies or irregularities found in the bids will be reported to the Client. Olsson will prepare a bid tabulation of bids received and will distribute the bid tabulation to all bidders. Olsson will evaluate the bids and make a written recommendation to the Client concerning contract award.
- Conform Documents: Conformed copies of the contract documents, including all insurance and bond forms, will be prepared by Olsson. Olsson will review the documents to confirm that all procedures have been properly followed. Copies of the conformed documents will be provided to the Client for review. Approved copies will be distributed to the Client, the contractor, and Olsson. These documents form the official contract between the Client and the contractor, as well as the basis for all decisions concerning the work.

Construction Administration and Observation Services

- Perform construction administrative services including communication with the Contractor and City personnel, attendance at the pre-construction meeting, as well as up to four (4) site visits to verify construction activities, review of the Contractor's pay applications, shop drawing or submittal review (as defined below), respond to field questions from the City and/or Contractor, and other items requested by the City during construction, within the budget amount stated for construction administration.
- Perform construction staking services for the Client based on the plans prepared by Olsson. Fees are based on two (2) round trips to the job site.
- Shop Drawing Submittal Review: Review drawings and other data submitted by the Contractor as required by the construction contract documents. Olsson's review shall be for general conformity to the construction contract drawings and specifications for the Contract and shall not relieve the Contractor of any of his contractual responsibilities. Such reviews shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
- Substantial and Final Completion Inspections: Upon the Contractor completing substantial and final completion, inspection of the construction work and preparation of a tentative list of the items to be completed or corrected before final completion of the contract. Following substantial completion, conduct a final inspection to determine if the work is completed. A total of two (2) additional site visits will be made than what was previously referenced. Olsson shall provide written recommendations concerning final payment to Client, including a list of items, if any, to be completed prior to making such payment. This item includes a site visit to review the completed items.

Olsson will furnish a part-time Resident Project Representative (RPR), at approximately 2-3 full days per week, for an anticipated construction schedule of 12-14 weeks. The RPR will observe the Contractor's work and perform the services listed below. The RPR shall not have the responsibility for the superintendence of construction site conditions, safety, safe practices or unsafe practices or conditions, operation, equipment, or personnel other than employees of Olsson. This service shall in no way relieve the Contractor of complete supervision of the work or the Contractor's obligation for complete compliance with the drawings and specifications. The Contractor shall have sole responsibility for safety and for maintaining safe practices and avoiding unsafe practices or conditions. Specific services performed by the RPR are as follows:

- Conduct on-site observations of the general progress of the work to assist Project Manager in determining if the work is proceeding in accordance with the construction contract documents.
- Attend pre-construction conference and assist Project Manager in explaining administrative procedures which will be followed during construction.
- Submit to the Client construction progress reports containing a summary of the Contractor's progress, general conditions of the work, problems, and resolutions or proposed resolutions of problems.
- Verify that all construction testing conforms to the contract documents.
- Maintain a marked set of record drawings and specifications at the job site based on data provided by the Contractor. This information will be combined with information maintained by the Contractor and a master set of record documents produced.
- Before Olsson issues a Certificate of Substantial Completion, assist the Project Manager in submitting to the Contractor a punch list of observed items requiring completion or correction.

- Assist the Project Manager in conducting final inspection in the company of the Client and the Contractor, and prepare a final list of items to be completed or corrected.
- Compile data from the Contractor and from our records to prepare conforms-to-construction-records drawings. These drawings will reflect the best information available about the facility as constructed.
- Conduct a warranty inspection at eleven months after completion of the project. The Project Manager will attend the inspection to review the project with the Client. Minutes will be developed from the inspection to confirm actions and schedules for corrections should any deficiencies be found.

ADDITIONAL AND EXCLUDED SERVICES

- Exclusions:
 - Survey, research, and associated services for new easements.
 - The items described in the Exclusions section may be provided as additional services to the Client, if so requested.
- **Additional Services:** Should Client request work in addition to the Scope of Services (Optional Additional Services), Olsson shall invoice Client for such 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.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services covered by this Amendment as follows:

Anticipated Start Date: October 1, 2017
Anticipated Completion Date: December 20, 2018

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

For the additional Scope of Services specifically set forth in this Amendment, Client shall pay Olsson the following fee in addition to the fee(s) set forth in the Agreement.

Client shall pay to Olsson for the performance of the Scope of Services a fixed fee of One Hundred Twenty-Eight Thousand Three Hundred Twenty Dollars (\$128,320.00), which does not include Construction Phase Services which is described below. A breakdown of the fee is provided below:

<u>Description</u>	<u>Design Fee</u>
Project Management and Coordination	\$ 22,565.00
Design Services, including Survey	\$100,395.00
Bidding Services	\$ 5,360.00
Total Design Services	<u>\$128,320.00*</u>

*Construction Phase Services shall be completed on a time and expense basis as described below.

Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing construction observation services only, and all actual reimbursable expenses in accordance with the Labor Rate Schedule and the Reimbursable Expense Schedule attached to this Agreement. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.

Olsson's Scope of Services for Construction Phase (Administration and Observation) services will be provided on a time and expense basis not to exceed Eighty-Nine Thousand One Hundred Fifty-Five Dollars (\$89,155.00) for an anticipated timeframe of 26 weeks at 2 to 3 site visits per week.

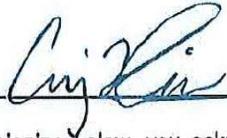
The total design and construction observation fee (combined fixed fee and time and expense basis) is \$217,475.00. This amendment increases the total contract amount to \$244,475.00.

TERMS AND CONDITIONS OF SERVICE

All provisions of the original Agreement not specifically amended herein shall remain unchanged.

If this Contract Amendment satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy 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 ASSOCIATES, INC.

By 

By 

By signing below, you acknowledge that you have full authority to bind Client to the terms of this Amendment. If you accept this Amendment, please sign:

CITY OF DAVID CITY, NEBRASKA

By 
Signature

Printed Name Alan Zavodny

Title Mayor

Dated: 1-10-2018

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Added per USDA-RD requirements: Agreement Between Owner and Engineer for Professional Services, (E-500, A.2.01.A.30: Services required to determine and certify that to the best of the engineer's knowledge and belief all iron and steel products referenced in engineering analysis, the plans, specifications, bidding documents, and change orders requiring design revisions are either produced in the United States or are the subject of an approved waiver and services required to determine to the best of the engineer's knowledge and belief that approved substitutes, equals, shop drawings, and Partial Payment Estimates are also either produced in the United States or are the subject of an approved waiver under Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017). The term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

OWNER and ENGINEER agree as follows:

1. Define Agency – The Rural Utilities Service or any designated representative of Rural Utilities Service, including USDA, Rural Development.
2. The General Conditions are clarified to be EJCDC C-700, Standard General Conditions of the Construction Contract, and 2013 Edition.
3. Add paragraph 8.05 to the Agreement as follows:

8.05 Federal Requirements

A. Agency Concurrence. Signature of a duly authorized representative of the Agency in the space provided on the signature page of AGREEMENT hereof does not constitute a commitment to provide financial assistance or payments hereunder but does signify that this Agreement conforms to Agency's applicable requirements. This Agreement shall not be effective unless the Funding Agency's designated representative concurs. No amendment to this Agreement shall be effective unless the Funding Agency's designated representative concurs.

B. Audit and Access to Records. Owner, Agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Engineer which are pertinent to the Agreement, for the purpose of making audits, examinations, excerpts, and transcriptions. Engineer shall maintain all required records for three years after final payment is made and all other pending matters are closed.

C. Restrictions on Lobbying. Engineer and each Consultant shall comply with "Restrictions on Lobbying" if they are recipients of engineering services contracts and subcontracts that exceed \$100,000 at any tier. If applicable, Engineer must complete a certification form on lobbying activities related to a specific Federal loan or grant that is a funding source for this Agreement. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other applicable award. Each tier shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Certifications and disclosures are forwarded from tier to tier up to the Owner. Necessary certification and disclosure forms shall be provided by Owner.

D. Suspension and Debarment. Engineer certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. Engineer will not contract with any Consultant for this project if it or its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Necessary certification forms shall be provided by the Owner. The Engineer will complete and submit a form AD-1048, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – lower tier transactions," to the Owner who will forward it the USDA, Rural Development processing office.

4. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner and Agency during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.
5. Engineer must also incorporate all Agency regulations, forms, and design and construction standards applicable to the project in development of the construction documents.

6. The Engineer shall identify the building codes and accessibility standards used in the design and indicate them on the drawings and specifications and certify that the final drawings and specifications comply with those standards.
7. Services required to determine and certify that to the best of the engineer's knowledge and belief all iron and steel products referenced in engineering analysis, the plans, specifications, bidding documents, and change orders requiring design revisions are either produced in the United States or are the subject of an approved waiver and services required to determine to the best of the engineer's knowledge and belief that approved substitutes, equals, shop drawings, and Partial Payment Estimates are also either produced in the United States or are the subject of an approved waiver under Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017). The term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The following waivers apply to this contract: De Minimus Items & Minor Components.
8. Furnish for review by Owner, its legal counsel and Agency copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.
9. Provide the Owner and Agency with a written certification that the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents, and any other Final Design Phase deliverables comply with all requirements of Agency. Use the Engineer's Certification of Final Plans and Specifications (Attachment GC-B) for this purpose.
10. Obtain Agency concurrence on any addenda that modify the bidding documents. Obtain prior concurrence where possible.
11. The Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors prior to award of contracts for the Work. Engineer shall issue a bid addendum for any and all approved "or equals" and substitutes. Review of substitutes and "or equals" shall be in accordance with the General Conditions of the and applicable Agency regulations.
12. Participate in and chair a pre-construction conference prior to commencement of Work at the Site.
13. The visits described in Article A1.05.A.9.a shall be at least monthly and the Engineer shall document all visits to the project with copies furnished to the Owner and Agency."
14. Upon Substantial Completion, the Engineer shall provide a copy of the Certificate of Substantial Completion to the Agency.
15. Record Drawings are part of Construction Administration.
16. Operation and Maintenance Manual is part of the Construction Administration.
17. Invoices must include a breakdown of services provided.

RUS CERTIFICATION PAGE

PROJECT NAME: David City Collection Phase

The Engineer and Owner hereby concur in the Funding Agency required revisions. In addition, Engineer certifies to the following:

All modifications required by RUS Bulletin 1780-26 have been made in accordance the terms of the EJCDC license agreement, which states in part that the Engineer "must plainly show all changes to the Standard Text, using 'Track Changes' (redline/strikeout), highlighting, or other means of clearly indicating additions and deletions." Such other means may include attachments indicating changes (e.g. Supplementary Conditions modifying the General Conditions).

SUMMARY OF ENGINEERING FEES

Note that the fees indicated on this table are only a summary and if there is a conflict with any provision, the earlier provisions overrule. Fees shown will not be exceeded without the concurrence of the Agency.

Basic Services	\$ <u>128,320</u>
Resident Project Observation	\$ <u>89,155</u>
Additional Services	\$ <u>27,000 (previously completed report)</u>
TOTAL:	\$ <u>244,475</u>

Any adjustments to engineering fees or changes to maximum estimated values must be approved by the Agency and must include a table of what specific category or categories of fees are being changed, what fees were before and after the change, and the resulting total fee.

Craig Reinsch 1/11/2018
Engineer Date

Craig Reinsch, PE Senior Engineer
Name and Title

City of David City 1/12/2018
Owner Date

Ra Kavodny Mayor
Name and Title

Agency Concurrence:
As lender or insurer of funds to defray the costs of this Contract, and without liability for any payments thereunder, the Agency hereby concurs in the form, content, and execution of this Agreement.

Agency Representative Date
Martin J Norton, PE State Engineer
Name and Title

Mayor Zavodny declared the Public Hearing open at 8:00 p.m. to consider amending Zoning Ordinance No. 1060 by amending Article 8 Supplemental Regulations to amend Section 8.03 Fences, by amending Section 8.03.01 Residential Fence Regulations, 8.03.02 Perimeter Fencing, 8.03.03 Retaining Walls, and 8.03.03 Fences in existence.

Building Inspector Ray Sueper stated: "The Planning Commission members worked very hard on these amendments and we addressed some glaring public safety issues. These are well thought out and have been reviewed by the Planning Commission and myself and I highly recommend these changes."

Discussion followed in which it was noted that the fences that are already up are grandfathered. People come into the office and say "well they have this and that's what I want". Ray stated that he strongly recommended that we adopt these changes concerning fences and stick with them.

Ray Sueper stated: "We need to stop making exceptions for individuals. You've had a history of changing those regulations and rules recently to accommodate individuals and I think the public has kind of gotten accustomed to that happening in the past so they aren't afraid to come in and make special requests now of me. We shouldn't be doing that, we need to follow the ordinances and make no exceptions."

Planning Commission member Janis Cameron stated: "There was good discussion. I agree with what Ray said, this is something that's needed and that's why we started on it. It was "yes you can" and "no you can't", and after a lot of discussions and hashing it out, the Planning Commission agrees that this is the solution."

Mayor Zavodny stated: "I think if the Planning Commission feels comfortable with it and if Ray feels comfortable with it, I certainly am in no position to question it because you guys have put the work into it."

Mayor Zavodny asked for any further comments. Mayor Zavodny asked a second time for any further comments and there being none, declared the Public Hearing closed at 8:05 p.m.

Council member Hotovy introduced Ordinance No. 1281 amending Zoning Ordinance No. 1060 by amending Article 8: Supplemental Regulations to amend Section 8.03 Fences, by amending Section 8.03.01 Residential Fence Regulations, 8.03.02 Perimeter Fencing, 8.03.03 Retaining Walls, and 8.03.04 Fences In Existence as of the date of adoption of this ordinance. Mayor Zavodny read Ordinance No. 1281 by title. Council member Hotovy made a motion to suspend the statutory rule that requires an Ordinance be read on three separate days. Council member Kobus seconded the motion. Voting AYE: Council members Smith, Vandenberg, Meysenburg, Hotovy, and Kobus. Voting NAY: None. Council member Trowbridge was absent. The motion carried.

Council member Smith made a motion to pass and adopt Ordinance No. 1281 on the third and final reading. Council member Kobus seconded the motion. Voting AYE: Council members Meysenburg, Vandenberg, Hotovy, Kobus, and Smith. Voting NAY: None. Council member Trowbridge was absent. The motion carried and Ordinance No. 1281 was passed on 3rd and final reading as follows:

ORDINANCE NO. 1281

AN ORDINANCE TO AMEND ZONING ORDINANCE NO. 1060 BY AMENDING ARTICLE 8: SUPPLEMENTAL REGULATIONS TO AMEND SECTION 8.03 FENCES BY AMENDING SECTION 8.03.01 RESIDENTIAL FENCE REGULATIONS, 8.03.02 PERIMETER FENCING, 8.03.03 RETAINING WALLS AND 8.03.04 FENCES IN EXISTENCE AS OF THE DATE OF ADOPTION OF THIS ORDINANCE; TO PROVIDE FOR THE REPEAL OF ANY ORDINANCE OR RESOLUTION IN CONFLICT THEREWITH; TO PROVIDE FOR AN EFFECTIVE DATE THEREOF; AND TO AUTHORIZE PUBLICATION IN PAMPHLET FORM.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DAVID CITY, BUTLER COUNTY, NEBRASKA, THAT THE FOLLOWING SECTIONS OF ZONING ORDINANCE NO. 1060 BE AMENDED AS FOLLOWS:

ARTICLE 8: SUPPLEMENTAL REGULATIONS

SECTION 8.03 FENCES

8.03.01 RESIDENTIAL FENCE REGULATIONS

- 1) Fences constructed in any Primary front yard shall be of an open weave, chain-link, or picket-style nature, and may not exceed 48 inches in height. The Primary front yard shall be defined as the address side of the home which faces the street. Fences constructed in the Secondary FRONT yard, of a double frontage lot may be up to 72 inches in height, but must still meet the required front yard setback for construction for pedestrian safety along sidewalks, and may not project into any Primary front yard, (Past the front address side of the residence). Any fence closer than 12 feet to a front yard property line must be of an open weave, or see thorough in nature.
- 2) Fences constructed in any rear or NON-STREET side may be of a solid, or privacy style, not to exceed 6 feet in height.
- 3) Decorative post caps may protrude an additional six inches above any required maximum height.
- 4) Earth berms, whether manmade or not, terraces, and retaining walls that elevate the fence shall be considered a part of the fence, and shall be included in the overall height of the fence. It is not intended that any structure other than a fence be permitted on any part of a lot or premises by this section, and all other structures shall comply with the provisions of this Ordinance.
- 5) No vegetation, stone wall, hedge, or solid fence shall obstruct the required Sight triangle. No fence shall be situated or constructed in such a way as to obstruct vehicular traffic or otherwise create a pedestrian or traffic safety hazard.
- 6) All fences shall be located inside the boundaries of the property upon which constructed.
- 7) Any new fence shall be installed with the good side facing outward from the property in all directions.
- 8) Any new fence shall not be attached to any neighboring fence.
- 9) All fences, either new or replacement, shall require a permit to perform such work.
- 10) The use of barbed wire or electric style fencing within the City Limits is prohibited herein.

Exception: Buried pet fences.

- 11) Farm fences, outside the City Limits, constructed for agricultural purposes on parcels in the Transitional Agriculture or Residential Agriculture Districts are exempt from the requirements of this Code and any Fees.

8.03.02 PERIMETER FENCING

All fencing along an arterial or other perimeter road or street in a subdivision shall be consistent in style, type, material, height and color. Such fence shall be approved by the Zoning Administrator based upon existing subdivision and adjacent subdivisions. If not prescribed within the subdivision agreement to be installed all at once, each fence shall require a fence permit and be consistent with the first fence on the perimeter, or in the case of an established subdivision, replacement fences shall be consistent with the dominant fence style, type, material, height, and color. Such requirements shall also pertain the street side yard fencing of lots on the corner of the subdivision entrance(s).

8.03.03 RETAINING WALLS

No retaining walls four (4) feet or more in height shall be constructed without first obtaining a building permit. No retaining wall shall be constructed within the street right-of-way unless authorized by the city or state.

8.03.04 FENCES IN EXISTENCE AS OF THE DATE OF ADOPTION OF THIS ORDINANCE

Any existing fence which was in conformity with the provisions of any previous ordinance and which was in place as of the date of adoption of this Ordinance may remain without change, notwithstanding same may be in conflict with one or more provisions of this Ordinance. However, any replacement or change of said existing fence or addition of a new fence shall meet the requirements of this Ordinance.

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

PASSED AND APPROVED THIS 10th day of January, 2018.

Mayor Alan Zavodny

City Clerk Joan Kovar

Mayor Zavodny opened the Public Hearing at 8:07 p.m. to consider amending Zoning Ordinance No. 1060 by amending Section 4.14 Accessory Buildings.

Building Inspector Ray Sueper stated: "The Planning Commissioners were very hard on accessory buildings to try and create something that would span all of the residential districts and address accessory buildings broadly in all residential districts as a stand-alone ordinance rather than having each zone having different regulations. This just cleans up the entire

residential accessory building allowances, it puts it all in one place, and it makes it easier to access. It is a blend of what other cities are doing. The only direction that the Planning Commission may have parted on a little bit from the Council's wishes is the size allowance on the maximum size of the building. I believe the Planning Commission bumped that up to 40' x 40' for the maximum size of an out building."

Council member Hotovy asked: "Is 40' enough?"

Building Inspector Ray Sueper stated: "It's huge, that's big, in my opinion."

Council member Hotovy stated: "Well let's say hypothetically somebody has an acre yard. Then the size of the out building would look small because of the size of the property / green space. What if they have a 32' peak on their house and they want to build an outbuilding that matches their house? The proposed ordinance says the overall height shall not exceed 17 feet. 17 feet is going to look like a ranch compared to a 12' roof pitch, 32' peak."

Building Inspector Sueper stated: "You could attach it and then it becomes part of the house and you could have it."

Council member Hotovy stated: "Maybe hypothetically that house can't have one attached to it; corner lot and neighbor too close. I just worry about painting this with a wide brush because in my opinion there are certain instances where it's going to make things kind of not fit."

Discussion followed.

Mayor Zavodny asked for any additional comments from the public. There being none, Mayor Zavodny closed the Public Hearing at 8:17 p.m.

Council member Kobus introduced Ordinance No. 1282 amending Zoning Ordinance No. 1060 by amending Section 4.14 Accessory Buildings. Mayor Zavodny read Ordinance No. 1282 by title. Council member Kobus made a motion to suspend the statutory rule that requires an Ordinance be read on three separate days. Council member Meysenburg seconded the motion. Voting AYE: Council members Hotovy, Kobus, Vandenberg, Smith, and Meysenburg. Voting NAY: None. Council member Trowbridge was absent. The motion carried.

Council member Smith made a motion to pass and adopt Ordinance No. 1282 on the third and final reading. Council member Kobus seconded the motion. Voting AYE: Council members Meysenburg, Vandenberg, Kobus, and Smith. Voting NAY: Council member Hotovy. Council member Trowbridge was absent. The motion carried and Ordinance No. 1282 was passed on 3rd and final reading as follows:

ORDINANCE NO. 1282

AN ORDINANCE TO AMEND ZONING ORDINANCE NO. 1060 BY AMENDING SECTION 4.14 ACCESSORY BUILDINGS; TO PROVIDE FOR THE REPEAL OF ANY ORDINANCE OR RESOLUTION IN CONFLICT THEREWITH; TO PROVIDE FOR AN EFFECTIVE DATE THEREOF; AND TO AUTHORIZE PUBLICATION IN PAMPHLET FORM.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DAVID CITY, BUTLER COUNTY, NEBRASKA, THAT THE FOLLOWING SECTIONS OF ZONING

ORDINANCE NO. 1060 BE AMENDED AS FOLLOWS:

ARTICLE 4: GENERAL PROVISIONS

SECTION 4.14 ACCESSORY BUILDINGS AND USES

*Accessory buildings located within the corporate limits of the City of David City, and are located within the R-1, R-2, R-3 or RM Districts, that are not attached to a primary structure must comply with the following regulations:

- A) The design and construction of an accessory building shall be consistent with that customarily used in residential construction, similar in color and style to the primary structure on the same lot.
 - i. Exception: Accessory Buildings under 200 square feet.
 - ii. Carports under 400 square feet.
- 1) It shall be constructed of new, grade stamped materials, unless approved in advance by the Building Inspector.
- 2) Accessory structures with open sides must be professionally rated or engineered to resist a 90 MPH wind and shall have footings designed in accordance with the assigned weight and wind loading.
- 3) The sidewalls of the building shall not exceed 10 feet from the lower of the exterior grade or the interior floor and the overall height shall not exceed 17 feet.
- 4) It shall have a maximum width of 40 feet on its widest side.
- 5) It shall not occupy more than 40 % of the remaining, buildable area on the lot.
- 6) It must be separated from other flammable structures by at least ten feet.
- 7) It shall be set back a minimum of 20 feet from any street side property line or flush with the primary structure.
- 8) If the square footage is greater than 500 square feet; 3 feet by 6-inch continuous footings are required.
- 9) If the square footage is between 400 and 500 square feet, a monolithic slab footing may be used.
- 10) Accessory buildings less than 400 square feet may be anchored to a slab of poured concrete no less than 4 inches in thickness.
- 11) Detached accessory buildings or structures shall be located no closer to any other accessory or principal building than ten feet.
- B) No accessory building shall be constructed prior to construction of the principal building.
- C) No accessory building shall be constructed on a separate lot from the principal structure.
- D) No accessory building shall be constructed or placed on an easement.
- E) Standard wood building material shall maintain at least 6 inches of clearance to the exterior grade. Wood which contacts the concrete or masonry directly shall be Pressure Treated.
- F) Rear and side yard setbacks shall be 6 feet from property lines.
- G) The rear setback shall increase to 10 feet if a garage door is placed on the rear alley side.
- H) Storage of any boat, camper, trailer or other vehicle shall not be permitted in any required yard; except that a boat, boat trailer, or camp trailer may be placed in a rear or side yard on an approved rock or concrete driveway.

- I) If a primary structure is removed or demolished from a parcel, the detached accessory building must be removed or demolished within six months of such removal or demolition; unless new construction is begun on a new primary structure within the immediately following six-month period.

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

PASSED AND APPROVED THIS 10th day of January, 2018.

Mayor Alan Zavodny

City Clerk Joan Kovar

Liens filed on properties for mowing, demotion, etc. was discussed.

Mayor Zavodny stated: "I actually went to the County Board Meeting because this was just bugging the heck out of me, and what I learned from that experience is what happened with the property, the Milne property, (241 So. 4th Street - \$26,975.00 liens) south of Amigo's, is when that went to Sheriff's sale, because of the way our lien was filed and we didn't bid in our liens, that once that sold, those liens went away. So that is how that happened. So, then I brought up, just so we don't have an issue with the Sanders property (210 So. 8th Street) cause right now that property is a mess and a half. It's had a bunch of owners, for ranges of dollars, and last time Bob Wright sent Lanny Cooper to buy it again. The owner of record is still Bob Wright because the Court did not approve the last sale. So, to make a long story very short, next fall it will go for Sheriff's sale. Our responsibility is to go in and bid our liens, and then I think that's the cleanest way that we would actually get ownership at that time, we'd still have to pay the property taxes, that's got to get cleaned up too, but then we would be able to sell it as we are required to using a bid process and it can get back on the tax rolls. We have to bid the amount of lien we have at least or else what happens is it gets a clean sale and our liens go away, it's like we said "it's okay". So those on the Milne property got wiped out because it got sold and we didn't have a bid in, is the way the County Attorney explained it to me."

City Clerk Kovar stated: "So even though we bid the liens, since they're our liens we don't have to pay that, we only have to pay the property tax?"

Mayor Zavodny stated: "Correct, because we had the liens we can do what we want, but we can't do anything with it until we own it, and then as a Council you can sit there and say "You know what, we're going to forgive our liens partially, or completely". We put it up for bid and you know hopefully on a decent lot you get \$20,000 to \$30,000. We are never going to get our lien amount back because they are so high and no one is going to pay that much for that property, but what we will be able to do is, get it sold, get it on the tax rolls and we're not mowing it anymore."

Council member Meysenburg stated: "So if the County basically has the control of the lots, why do we have to mow them? If they think they own them, why should we be mowing them?"

Mayor Zavodny stated: "Well they are in violation of our ordinance, and so to have the neighbors not be upset.....and that's a discussion we can have at a different time because there is some discussion of, "Do you hire someone for a minimal amount so our City crews aren't using their time and our equipment?" Those are things we can discuss."

Council member Hotovy stated: "I think that is worth investigating, absolutely."

Mayor Zavodny stated: "We really have to be diligent in watching when we knock down structures that we need to protect ourselves. They go up for tax sale when the property taxes become enough delinquent that they foreclose. So, a 3 – 5-year time period."

City Attorney Egr stated: "I think it's four years."

City Clerk Kovar stated: "Well if it's four years (Walter Goesch - 465 1st Street) that's up in 2018 because we demolished the house in May, 2014. Every year we are stuck mowing it so our liens continue to go up about \$600 a year."

Mayor Zavodny asked: "And what are our current liens against that?"

City Attorney Egr stated: "Don't mix up our lien with the real estate tax lien. If somebody's paying the real estate taxes it's not going to go up for sale."

Mayor Zavodny stated: "We think there is a way we can amend things where we can push the foreclosure, because I asked that. Obviously if they're paying the real estate taxes our liens can go on in perpetuity, and that doesn't seem right either, so there is some mechanism, and I can't explain what it is, where we would push foreclosure."

City Attorney Egr stated: "We can bring foreclosure, still the question comes in, how much do you want to spend on doing that?"

Mayor Zavodny stated: "Give us a rough idea of what foreclosure is going to cost. I mean are we going to be in the ballpark of not having to spend \$500/year, wear and tear on our equipment and employee time, to get that taken care of? Now the other risk with that one is maybe it's not as.....I've had a lot of people ask about that Sanders property, I think we have some contractors that would, in fairly short order, put something up there, but there are some properties that you start to wonder if it's worth having. It's never worth it for government to own property, it's just not a great thing. So, you'd like to believe that it's got some development possibility, but otherwise you're sitting on it and your mowing it anyway and then you own it, so we need to be careful about those things."

Discussion followed.

At the December 13, 2017, Council Meeting, Resolution No. 39 – 2017 was passed and approved authorizing the City to join in the Nebraska Cooperative Government Interlocal Agreement for the purpose of conducting a lottery under the Nebraska County and City Lottery Act, and authorized the Nebraska Cooperative Government Interlocal Cooperation

Agreement (NCGICA) concerning a joint gaming enterprise for counties, cities, or villages to jointly conduct gaming activities.

Council member Hotovy made a motion that a) Resolutions and Actions of the Nebraska Cooperative Government Commission- Rules and Regulations of the Lottery, b) Ordinance No. 1 of the NCG, granting a lottery operator charter to Community Lottery Systems, Inc., d/b/a/ Lotto Nebraska, and c) Minutes of all NCGC meetings, through the most recent meeting of October, 2017, be placed on file with City Clerk Kovar. Council member Kobus seconded the motion. Voting AYE: Council members Smith, Vandenberg, Meysenburg, Kobus, and Hotovy. Voting NAY: None. Council member Trowbridge was absent. The motion carried.

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 Smith, Hotovy, Meysenburg, Kobus, and Vandenberg. Voting NAY: None. Council member Trowbridge was absent. The motion carried and Mayor Zavodny declared the meeting adjourned at 8:37 p.m.



CERTIFICATION OF MINUTES
January 10, 2018

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 January 10th, 2018; 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.

Joan Kovar, City Clerk