

**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 **9th day of August, 2017**, 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 2nd day of August, 2017.

AGENDA AS FOLLOWS:

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| 1. Roll Call; | _____
Mayor Alan Zavodny |
| 2. Pledge of Allegiance; | |
| 3. Inform the Public about the location of the Open Meetings Act and the Citizens Participation Rules; | _____
Council President Gary D. Smith |
| 4. Minutes of the July 12 th , and July 26 th , 2017 meeting of the Mayor and City Council; | |
| 5. Consideration of Claims; | _____
Council member Thomas J. Kobus |
| 6. Committee and Officer Reports;
Certificate of Appreciation: Chris Kroesing | |
| 7. Consideration of the Lease Agreement for the T-Hangar rentals, setting a date for the bid opening, and final completion of the punch list; | _____
Council member Dana E. Trowbridge |
| 8. Consideration of Ordinance No. 1266 amending Zoning Ordinance No. 1060 by amending Article 2: Definitions, to add the definitions of Storage Container, Storage Trailer and Construction Dumpster and to amend Article 8: Supplemental Regulations, to add Section 8.14 Permanent Cargo Containers and to add Section 8.15 Temporary Cargo Containers and Dumpsters; (Passed on 2 nd reading 7/12/17) | _____
Council member Kevin N. Hotovy

Council member Patrick J. Meysenburg |
| 9. Consideration of the Contractor's Progress Estimate – Constructors, Inc. in the amount of \$713,780.87; | _____
City Clerk Joan E. Kovar |
| 10. Update on the Downtown Renovation Project; | |

11. Consideration of the three (3) bids received [First State Insurance Agency, Jones Insurance Agency, & LARM] for the City's insurance coverage;
12. Consideration of a Memorandum of Agreement(s), for in ground heating in front of First National Bank of Omaha and U.S. Bank;
13. Consideration of a power plant compliance audit in the amount of \$13,213.61;
14. Consideration of the bids received for the demolition of the old swimming pool building located in the lower parking area of the City Auditorium;
15. Consideration of Ordinance No. 1267 amending Zoning Ordinance No. 1060 by amending Section 5.13 I-1 Light Industrial, Section 5.14 I-2 Heavy Industrial, and Section 5.15 FS Flex Space to modify the side and rear yard setbacks;
16. Consideration of Ordinance No. 1271 adding a water rate for a 6" water meter;
17. Consideration of the proposed budgets for the upcoming fiscal year;
18. Adjournment;

CITY COUNCIL PROCEEDINGS

August 9, 2017

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 August 3rd, 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 President Gary Smith, and Council members John Vandenberg, Thomas Kobus, Kevin Hotovy, Dana Trowbridge, and Patrick Meysenburg, City Attorney Jim Egr, and City Clerk Joan Kovar.

Also present for the meeting were: Al Hottovy of Leo A. Daly, Piyush Srivastav and Hope Hasenkamp-Gibbs of Nebraska Air Quality Specialists (NAQS), Mark Grennan of Grennan & Associates, Pam Siroky of First State Insurance, Grant Jones & Stephanie Dubbs of Jones Insurance, Clint Simmons & Mike Nolan of League Association of Risk Management, Planning Commission Members Keith Marvin, and Jim Vandenberg, Sheriff Marcus Siebken, Jeff Hilger, Banner Press Editor Larry Peirce, Electric Supervisor Pat Hoeft, Power Plant Supervisor Eric Betzen, Street Employee Chris Kroesing, Sewer Supervisor Travis Hays, and WA/SE Employee C.J. Novak.

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 asked those present to please silence their cell phones.

The minutes of the July 12th, and July 26th, 2017 meeting of the Mayor and City Council were approved upon a motion by Council member Smith and seconded by Council member Kobus. Voting AYE: Council members Meysenburg, Kobus, Trowbridge, Vandenberg, Smith, and Hotovy. Voting NAY: None. 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, Vandenberg, Trowbridge, Kobus, Hotovy, and Smith. Voting NAY: None. The motion carried.

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

The following letter was read aloud:

Dear Mayor & City Council Members:

So often as Council members, you hear nothing but complaints. We are taking the time to write this short note to commend your employees at the auditorium. Recently the St. Mary's Guild has had several large funeral dinners. The ladies that are serving these dinners are serving close to 400 people and it takes a lot of organization and a strong back. We would never be able to serve a dinner without the help of Bill, Rusty, Gene, and John Paul, your staff at the auditorium. They are always courteous and helpful and we are lucky to have them working for our city. Thank You.

St. Mary's Guild Members, Bonnie Riha, Secretary

Mayor Trowbridge presented a Certificate of Appreciation to Chris Kroesing which stated: "In grateful acknowledgement of 10 years of faithful and efficient service to this community, it is hereby resolved by the Mayor and Council of David City that this certificate of appreciation be awarded to Chris Kroesing." Mayor Zavodny thanked and congratulated him.

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

Eric Johnson, Vice President- Kirkham Michael, was not able to be present but submitted the following update on the new T-Hangar at the David City Airport:

Hi Joan,

As a follow up to our call this afternoon, here is additional information.

1. The project will be under a one year warranty starting in October 2017 covering all items constructed. This is covered for 100% of the total contract price under a performance bond.
2. Before the bond expires, we will conduct a walk through to make sure the project is performing per City, and Kirkham Michael requirements. If not, we will extend the bond until items that may need to be resolved have been taken care of.
3. Door lock will be replaced in about 3 – 4 days. This does not prohibit occupancy of the units.
4. As per the July 2017 report, all of the items will be resolved from the punch list within the next couple of weeks except for the following: these items are not critical for occupancy.

- a. Install down spouts
 - b. Replace door lock at the SE storage unit
 - c. Adjust any areas of seeding and erosion outside the new taxi lanes in ditch areas and, provide touch up seeding.
5. Per the July report, we have penalized the Contractor the maximum amount allowable by the contract for delays in the amount of \$10,800. They did complete the minimal items for the units to be ready for aircraft within the time frame we gave them in July.
 6. I will be meeting with the Fire Marshall this Monday. Since the July 2017 meeting the Contractor has resolved these items.
 7. Other critical items:
 - a. Need to finalize lease so we start filling the units.

KIRKHAM MICHAEL
Eric Johnson
Vice President

A lease agreement for the new T-Hangars was discussed. City Attorney Jim Egr had prepared the proposed lease to hangar aircraft and Street Supervisor Rodney Rech and City

Clerk Joan Kovar suggested changes in the bold print. City Attorney Egr stated that he was comfortable with the proposed changes.

Council member Trowbridge made a motion to adopt the lease agreement language concerning a new T-Hangar Lease Agreement. Council member Smith seconded the motion. Voting AYE: Council members, Vandenberg, Meysenburg, Kobus, Hotovy, Smith, and Trowbridge. Voting NAY: None. The motion carried.

LEASE TO HANGAR AIRCRAFT

THIS AGREEMENT made effective as of _____, 20____, by and between THE DAVID CITY MUNICIPAL AIRPORT through the City of David City, Nebraska, a municipal corporation of the State of Nebraska, hereinafter referred to as the "City" and _____, hereinafter referred to as "Lessee(s)".

IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED IN THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

The City hereby grants the Lessee(s) the exclusive privilege of using the space in Hangar # ____ at the David City Municipal Airport for the sole purpose of hangaring of Lessee(s) aircraft. Lessee(s) assures City that it has read and fully understands the Rules and Regulations of the David City Municipal Airport.

1. For the privilege granted by this Lease to Lessee(s), Lessee(s) shall pay to the City an **annual sum of** Two Thousand One Hundred Dollars (\$2,100.00). This fee shall be paid in two semi-annual installments of One Thousand Fifty Dollars (\$1,050.00), due by December 31 of the preceding year and by June 30 of the lease year.

2. **Lessee(s) shall contact Butler Public Power District for electric service and shall pay for the electricity and any associated charges.**
3. The term of this Lease is for a period of twelve (12) calendar months only, from January 1 through December 31. **[Note: There is an exception for Hangar #1 – the northeast hangar. This hangar is handicapped accessible and according to the FAA if a handicapped person wants to rent the hangar, the City will do everything in their power to allow them to rent Hangar #1.]** If such Lease begins after January 1, such lease term shall be from the beginning date of the Lease until December 31 in the first year only. After such Lease has expired during the first year, the Lease period of twelve (12) calendar months shall be from January 1 through December 31. Said Lease may be continuously renewed for twelve months upon payment of the lease fee without further action by the parties. The lease fee is to be paid by Lessee(s) to the City on or before the due date. If the Lessee(s) fails to pay the lease fee when due, the City may serve a thirty (30) day notice to pay or vacate the hangar. Failure to pay within the thirty (30) day notice period shall, without action by the City, terminate the lease. The fee for Leases issued after the first of each year shall be prorated based on the time of execution of the lease.
4. Lessee(s) has rented the hangar space for the purpose of storing aircraft or aeronautical equipment and shall not use the space in the above-described hangar for any commercial activity whatsoever, including, but not limited to, the offering of flight services to the general public, maintaining and repairing aircraft for the public, and storage of aircraft other than aircraft owned or leased by the Lessee(s).
5. Lessee(s) shall refrain from storing any items or materials on the premises which would violate local or national fire codes and shall not store any gasoline, combustible liquids or hazardous materials in the above-described hangar. Upon notice to Lessee(s) of the violation of paragraph 5, Lessee(s) shall immediately remove such conditions that violate the local and national fire codes or any gasoline combustible liquids or hazardous material in the above-described hangar.
6. This lease is for the hangaring of the following aircraft:

#1 N _____	#2 N _____
Make _____	Make _____
Model _____	Model _____
No. of Engines _____	No. of Engines _____
Year _____	Year _____
No. of Seats _____	No. of Seats _____

Lessee(s), whether individuals, partnership or corporation, must have and maintain a majority legal ownership or majority leasehold interest in the above-described aircraft during the entire term of this lease. Appropriate legal evidence of the Lessee(s) ownership or leasehold interest must be presented upon execution of this lease and within ten (10) days following any change in Lessee(s) ownership or leasehold interest.

7. The Lessee(s) hereby specifically agrees to keep the hangar door closed at all times other than during the times the Lessee(s) is moving aircraft in and out of the hangar space to avoid damage to the hangar by wind. Lessee(s) shall not leave the hangar unattended for any period of time over sixty (60) minutes if the hangar door is open. Lessee(s) assumes and agrees to pay for any damage caused to the hangar if and when the hangar door is left open in violation of this provision. Failure to abide by this provision, whether or not damage occurs, will result in cancellation of this Agreement at the option of the City.
8. **The City of David City owns the fire extinguisher(s) in the Hangars. If stolen or damaged in any way the Lessee(s) will be responsible for the replacement of such fire extinguisher.** *Lessee(s) shall maintain a fire extinguisher or extinguishers, in good operating condition, containing dry chemical or halon 1211-type extinguishing agents readily available within the hangar space. There shall be one such fire extinguisher for each seventy-five feet (75') of travel within the hangar space.*
9. Lessee(s) shall not exercise any privileges granted by this Agreement in such a way as to interfere with or adversely affect the use, operation, maintenance or development of the Airport.
10. The City shall not be liable for any damage to Lessee(s) aircraft while the same is stored or "hangared" or being moved to or from the hangar space, other than gross negligence or willful wrongful acts of the officers, employees or agents of the City.
11. The City shall stand indemnified by Lessee(s) as herein provided. It is expressly understood by and between the parties hereto that Lessee(s) herein is, and shall be deemed to be, responsible to all parties for its respective acts and omissions and the City shall in no way be responsible therefore. It is further agreed that in the use of the airport and hangar space and the exercise or enjoyment of the privileges herein granted, Lessee(s) agrees to indemnify and save harmless the City from any and all losses that may result from any negligence on the part of Lessee(s). Lessee(s) shall not be responsible to indemnify City in the following events: acts of God, riots, civil commotion and the public enemy.

Further, Lessee(s) shall obtain an insurance policy, or bond, or irrevocable letter of credit (hereinafter "security") in, at least, the amount of \$500,000 to cover general liability which shall name the "City of David" as additionally insured on the certificate of insurance, or as holder of the bond or letter of credit. The security shall be presented to the Airport Manager upon the execution of this lease and shall remain in full force throughout the term of this lease. Any certificate of insurance provided must cover the term of the lease and be updated before the expiration date; any bond or letter of credit must, likewise, cover the term of the lease. The certificate of insurance, bond or letter of credit must list the owners or those having a leasehold interest in the aircraft as insured, as well as any other persons (pilots) who would have access to the aircraft during the term of the lease.

12. *The City reserves the right to control access to the hangar space in order to regulate the orderly and efficient operation of the Airport. Lessee(s) may lock the door to the hangar space in order to protect Lessee(s) property kept in the hangar space; provided, however, Lessee(s) shall provide a key for the lock to the Airport Manager who shall have the right of access to the hangar space at all times.*

The City controls access to the main gate, hangars, and storage units. The City shall provide a key for the lock to the Lessee(s) Hangar or Storage Unit. The Airport Manager shall have the right of access to all hangars and storage units at all time. No additional locks, padlocks, or keys shall be added by the Lessee(s).

13. The City reserves the right (but shall not be obligated to Lessee(s)) to maintain and keep in repair all publicly owned facilities at the David City Municipal Airport and, further, to develop or improve the landing areas and air navigation facilities of the David City Municipal Airport, at its discretion, without interference or hindrance by Lessee(s). The City's obligation for repairs or maintenance to the hangar space shall extend only to maintain the hangar space in a fit and usable condition suitable for the purpose of hangaring aircraft.
14. The Lessee(s) and its employees and agents shall obey the rules and regulations as may from time to time be lawfully promulgated by the City or its authorized agents in charge of the Airport, and the Lessee(s) and its employees and agents shall observe and obey such regulations as may from time to time be promulgated by the United States, or any department or agency thereof, and by the State of Nebraska, as the same may relate to the privileges provided to Lessee(s) under this Agreement.
15. The Lessee(s) as part of the consideration of this Agreement, do hereby covenant and agrees that:
 - (A) No person on the grounds of race, creed, color, sex, disability or national origin shall be subjected to discrimination in the use of the facilities; and
 - (B) The Lessee(s) shall use the hangar space in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Program of the Department of Transportation, and as said regulations may be amended.
16. The parties agree that this Agreement is a mere lease; that it confers upon the Lessee(s) the privilege of the use of hangar space only for the purposes herein permitted, and necessary incidental privileges. Failure to abide by any of the provisions of this lease will result in the default of this lease at the option of the City
17. In the event that the subject hangar space shall at any time become subject to taxation by virtue of this Agreement or the use thereof by Lessee(s), Lessee(s) shall pay such taxes as shall be attributable to such use before they become delinquent.
18. In the event the Lessee(s) is in material default of any term of this lease and such default is not cured within fifteen (15) days, excluding paragraph 5, after the date or receipt of written notice of default from the City, then in any set of events, City, at City's sole option may terminate this lease by written notice to Lessee(s). If Lessee(s) violates paragraph 5 above and Lessee(s) does not immediately remove or cure such violations listed in paragraph 5_above, Lessee(s) is immediately in default of the Lease. If this condition is not cured within the allotted time, this lease shall end and the remainder of all rental payments due under the terms of this lease shall accelerate and become immediately due and payable to the City. Upon such termination of this lease by the City, Lessee(s) will surrender possession of the premises to the City and the City shall have all remedies of a secured party according

to the laws of the State of Nebraska. The City may then re-enter the premises and repossess the same and remove all personal effects from the premises. Lessee(s) shall not have the right to sub-let, assign or in any manner re-lease any part of the described premises.

19. This lease shall be governed by and construed in accordance with the laws of the State of Nebraska. By signing this lease, the City and Lessee(s) hereby submit to personal and subject matter jurisdiction of the State of Nebraska in Butler County of any dispute between the City and Lessee(s).
20. If it shall be determined by a court or other governing body that any provision or wording of this lease shall be invalid or unenforceable under city, state or other applicable law, such invalidity or unenforceability shall not invalidate the entire lease. Whenever two or more interpretations of the provisions or wording of this lease shall be possible, the interpretation or construction shall lead to the enforcement and validity of any provision of this lease shall be favored and deemed to be the intended interpretation of the parties to this lease.
21. To the full extent permissible by applicable law, City and Lessee(s) waive trial by jury in any action, proceedings or counterclaim brought by a party against any other party on any conflict arising out or in any way connected with this lease or the relationship of the parties created hereunder.

Executed by:

CITY OF DAVID CITY, NEBRASKA

Mayor

City Clerk

LESSEE(S)

#1 By: _____

#2 By: _____

Printed Name(s), Address(es), Phone Number(s), and Email Address(es):

It was noted that when City Clerk Kovar placed the ad in the paper concerning the storage units available at the Airport, she failed to put when the bids would be accepted. Council member Hotovy made a motion to set the bid opening date for September 13th. Council member Kobus seconded the motion. Voting AYE: Council members Smith, Meysenburg, Trowbridge, Vandenberg, Kobus, and Hotovy. Voting NAY: None. The motion carried.

Storage Units Available David City Municipal Airport

The City of David City is currently accepting sealed bids for the rental of two (2) storage units, each approximately 500 sq. ft., available in the newly constructed T-Hangar at the David City Airport. The minimum bid is \$115/month for each storage unit. Bids will be accepted until 4:00 p.m. on September 13, 2017 with the bid opening during the Council Meeting that evening. Sealed bids can be mailed to: The City Office, Attention: Joan Kovar – Airport Bid, P.O. Box 191, David City, NE 68632-0191. For further information or to view the storage units contact Street Supervisor Rodney Rech at 402-367-3109.

Ordinance No. 1266 was passed on second reading on July 12, 2017. Council member Smith made a motion to pass and adopt Ordinance No. 1266 on the third and final reading. Council member Kobus seconded the motion. Voting AYE: Council members Hotovy, Smith, Kobus, and Vandenberg. Voting NAY: Council members Trowbridge and Meysenburg. The motion carried and Ordinance No. 1266 was passed on 3rd and final reading as follows:

ORDINANCE NO. 1266

AN ORDINANCE TO AMEND ZONING ORDINANCE NO. 1060 BY AMENDING ARTICLE 2: DEFINITIONS TO ADD THE DEFINITIONS OF STORAGE CONTAINER, STORAGE TRAILER AND CONSTRUCTION DUMPSTER AND TO AMEND ARTICLE 8: SUPPLEMENTAL REGULATIONS TO ADD SECTION 8.14 PERMANENT CARGO CONTAINERS AND TO ADD SECTION 8.15 TEMPORARY CARGO CONTAINERS AND DUMPSTERS; 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 2: DEFINITIONS

Storage Container shall mean a standardized, reusable shipping vessel used in the transportation of freight and capable of being mounted and moved on a chassis or bogie for movement by truck trailer or loaded on a ship.

Storage Trailer shall mean a standardized, reusable semi-trailer used in the transportation of freight used for storage on-site and has the chassis and wheels intact.

Construction Dumpster shall mean a moveable, reusable container that is transported to a site on a specially designed truck to collect construction waste on site. Said dumpster is anticipated to be picked up and emptied as needed.

ARTICLE 8: SUPPLEMENTAL REGULATIONS

Section 8.14 Permanent Cargo Containers

Permanent Cargo Containers shall only be allowed in the FS, I-1 and I-2 Districts and shall follow the minimum standards:

1. No Cargo Container shall be allowed unless a Conditional Use Permit has been issued by the City.
2. Lots shall be larger than one acre.
3. No more than one cargo container may be used.
4. The cargo containers must be located within an outdoor storage area that is properly screened according to the regulations herein.
5. No cargo container may be located within 15 feet of any property line.
6. All signage on the cargo container shall be removed and the cargo container shall be painted an earth tone color, including greens, tans, terra cottas. Color is subject to approval as part of the Condition Use Permit.
7. Cargo containers shall be anchored to a concrete slab and the ground, and must be maintained such that they are safe, structurally sound, stable, and in good repair. Any cargo container that becomes unsound, unstable or otherwise dangerous shall be immediately repaired or removed from the property to a location that can legally accept it.
8. No cargo containers shall be modified for habitation, including windows and cooling, plumbing or multiple entrances. Cargo containers are allowed to have electric and ventilation systems installed that would be necessary to meet the minimum codes and standards for lighting and air circulation for storage purposes.

Section 8.15 Temporary Cargo Containers and Dumpsters

Temporary Cargo Containers and Dumpsters shall be allowed and shall follow the minimum standards:

1. One temporary cargo container/dumpster is allowed per dwelling unit for up to three weeks; provided, that:
 - a. The temporary cargo container/dumpster may only be used for purposes of storage in conjunction with moving or relocating residents' household belongings.
 - b. Each dwelling unit is entitled to no more than two temporary cargo containers/dumpsters per year (any 12-month consecutive period).
 - c. The temporary cargo container/dumpster must be located on a hard surface.
 - d. The temporary cargo container/dumpster may not be located on any public or private street. Additionally, the temporary cargo container/dumpster may not be placed in any sight triangle or in any location that would interfere with traffic safety.
 - e. A resident may apply for a permit for an extension to allow a cargo container/dumpster to remain for an additional two weeks. There shall be no fee for the permit.
2. Cargo containers/dumpster may be used as temporary construction site storage for nonresidential construction projects and for residential construction, subject to the following:
 - a. No cargo containers/dumpster shall be modified for habitation, including windows and cooling, plumbing or multiple entrances. Cargo containers/dumpsters are allowed to have electric and ventilation systems installed that would be necessary to meet the minimum codes and standards for lighting and air circulation for storage purposes.
 - b. Cargo containers/dumpsters must be located on a platted lot that has an active building permit.
 - c. Cargo containers/dumpsters on lots shall not remain on the lot longer than 12 months, even if a building permit is still active.
 - d. Items stored in cargo containers must be used on the same platted lot where the cargo containers are located.

- (1) The cargo containers shall not be used to store items for use on other construction sites.
- (2) Dumpsters shall be used strictly for waste materials generated on the project site.
- (3) Dumpsters shall be emptied occasionally and shall not be allowed to extend above the upper edge of the container.
- e. Cargo containers/dumpsters shall be located at least 10 feet from all property lines.
- f. At the time of placement, cargo containers/dumpsters shall not be located within 100 feet of any occupied dwelling unit.
- g. Cargo containers/dumpsters shall be kept safe, structurally sound, stable, and in good repair. Any cargo container/dumpster that becomes unsound, unstable or otherwise dangerous shall be immediately repaired or removed from the property to a location that can legally accept it.
- h. The property surrounding the cargo containers/dumpsters (within 10 feet) shall be maintained and kept free of weeds.
- i. The maximum number of cargo containers/dumpster allowed for temporary construction site storage per lot per year (any 12-month consecutive period) shall be as follows:
 - (1) A maximum of one cargo container.
 - (2) A maximum of one dumpster shall be allowed to be in place at any given time.
- j. No cargo container/dumpster shall be allowed for temporary construction site storage until a temporary permit has been obtained.
 - (1) There shall not be any additional fees to obtain such permit for this use.
 - (2) The permit application shall include a site plan or plot plan showing where the container will be located on the site.
 - (3) Permitted cargo containers/dumpster shall not be relocated on the site without updating the permit.
 - (4) Dumpster shall be allowed to be switched out when full without updating the permit.

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 9th day of August, 2017.

Mayor Alan Zavodny

City Clerk Joan Kovar

Al Hottovy of Leo A. Daly was present and presented an updated invoice. The updated total due Constructors is \$558,766.91, not the \$713,780.87 as shown on the agenda as they retained ten percent as follows:

Total estimated to date:	1,550,139.63
Retained 10% as per contract:	<u>155,013.96</u>
	1,395,125.67
Less previous payment:	<u>836,358.76</u>
Balance Due Constructors, Inc.	558,766.91

Council member Trowbridge made a motion to approve the Contractor's Progress Estimate to Constructors, Inc. in the amount of \$558,766.91 and Council member Kobus seconded the motion. Voting AYE: Council members Smith, Hotovy, Meysenburg, Vandenberg, Trowbridge, and Kobus. Voting NAY: None. The motion carried.

Al Hottovy of Leo A. Daly reported: "The Contractor is about a month ahead of time, he's moving pretty fast. The storm sewer will have to cross "D" Street so the intersection at 4th & "D" will need to be closed for approximately one week."

City Attorney Egr stated: "As a businessman and resident, I really like the bulletins and progress reports. I have not had any bad experience with dealing with the crews working there."

City Clerk Kovar stated that Randy Svoboda, owner of RB's Corner Stop at 4th & "D" requested permission to put up a temporary sign at 6th & "D" so customers realize that he is still open for business. Building Inspector Ray Sueper approved the permit. City Clerk Kovar and Street Supervisor Rodney Rech suggested that the building permit fee be waived since this is a temporary sign and only due to the road construction. Building inspector Sueper stated that only the Mayor and Council could waive the fee. City Clerk Kovar asked the Mayor and City Council their thoughts concerning waiving the fee.

Council member Trowbridge made a motion to waive the building permit fee for Randy Svoboda d.b.a. RB's Corner Stop. Council member Kobus seconded the motion. Voting AYE: Council members Trowbridge, Vandenberg, Meysenburg, Smith, Hotovy, and Kobus. Voting NAY: None. The motion carried.

Mayor Zavodny stated: "We have received three bids for our City's insurance and as we talked about at the Committee of the Whole Meeting, we engaged a gentleman to make sure they met all the bids specs and we are comparing apples to apples, and that everything we need covered is covered, and so with that I will turn it over to Mark."

Licensed Consultant Mark Grennan, Risk Management and Insurance Consulting, Grennan & Associates, Inc., 1829 So. 179th Street, Omaha, NE 68130 presented the following:

Board Members:

After a very quick review of the insurance proposals received for David City all the proposals meet or attempt to meet the insurance requested in the bid documents. There was not one proposal that met the bids specs exactly but all proposals provided the main policies of Property, Boiler & Machinery, Inland Marine, General Liability, Auto Physical Damage, Auto Liability, E&O, Law Enforcement Liability, Airport Liability, Crime, EPL, Umbrella, and Workers Compensation. They all also tried to meet the deductibles and limits requested with some providing multiple options.

Since all the proposals either met or exceeded the coverage requested I focused on premium or contribution proposed. There are proposals priced from \$117,290 to \$183,234 and contain about the same coverage.

The First State proposal came in at \$183,234 and met most of the bids specs. They used EMC for most of the lines of coverage as EMC is a very good company and usually very competitive. The property premium of \$119,224 was priced much higher than other bidders so that was a big disadvantage for First State.

Jones Insurance Agency submitted two proposals using Berkshire Hathaway and Travelers. The Travelers proposal was very competitive and provided all the coverage requested. Travelers is a strong company and would be a good fit for David City. However, the premium came in at \$137,002 or about \$20,000 higher than LARM.

My focus was then on the LARM proposal priced at \$117,290. Until yesterday, I did not know that the LARM program was David City's incumbent program. After reading through the proposal I had a few questions so requested a conference call with all the representatives of LARM. They were very helpful in answering my questions and have followed up with answers to more questions I proposed during our call. As you know, this is a pool so not technically insurance but works the same way. After review and discussions, the \$5,000,000 limit they offer for Liability is sufficient and meets the bids specs. However, the \$5M limit does not apply to the W/C Employers Liability so you only have \$1M limits. The Employers Liability can be increased to \$5M for \$695. They provided all the coverage requested in the bid specs including Boiler & Machinery to cover your power plant. I mention the B&M as there was a significant charge from other brokers to cover the power plant. LARM was able to put coverage under the Property section of their policy which I believe is a big advantage if a claim were to occur with the power plant. More than likely, a B&M claim would trigger a property loss and thus David City would have only one insurance company adjusting the claim instead of two different companies.

I won't go into how the pool works as you have been with LARM for the last three years and should understand all the benefits and requirements. If you do have questions we can ask Clint Simmons as he will get answers.

In conclusion, my recommendation for David City's insurance renewal is to stay with LARM and continue with the pool. This makes the most sense and is the lowest premium/contribution at this time.

Best regards,



Mark Grennan
Grennan & Associates, Inc.
402-639-2987

Mark explained his review process and his conclusion. Mark stated: "I am not sure there was one bid that conformed to the bid specs "exactly", but they all had what you really need to protect yourself. I thought all the bids would work so then I focused on premiums. First State came in with the highest bid of \$183,234.00; they used EMC which a great company. The property came in high but I assume that included the boiler machinery for the power plant so that kind of put them at a little disadvantage compared to the other bids that came in. The Jones Insurance Agency had two bids using Travelers for the main company and Berkshire Hathaway for the other one. The Travelers quote was very competitive and it would work for the City of David City and they meet the bid specs. They provided different options of what limits you wanted, what deductions, etc. So I used their premiums to come up with that \$137,002 bid. I did a conference call with LARM to make sure I understood how their pool worked; I wanted them to explain it to me so I wasn't wrong; asked them questions about the boiler machinery because it's a big risk you have. LARM is providing \$1,000,000 Work Comp employers liability; and the City asked for the umbrella to sit on top of that. LARM said to take it to \$5,000,000 it would be an additional \$695.00. In the end, I determined all of the bids were good, but right now it seems your best bet would be to stay with the LARM pool program."

Much discussion followed. The representatives of the three insurance companies had additional questions and comments.

Mayor Zavodny stated: "So let's simplify this down. Jones Insurance Agency best bid is \$137,002.00; First State Insurance Agency is \$183,234.00; LARM is \$123,293.00 which would not include the 3 year commitment."

Council member Trowbridge made a motion to accept the bid of the League Association of Risk Management (LARM) in the amount of \$123,293.00. Council member Kobus seconded the motion. Voting AYE: Council members Smith, Meysenburg, Vandenberg, Kobus, and Trowbridge. Voting NAY: Council member Hotovy. The motion carried.

Mayor Zavodny asked City Attorney Egr if he had reviewed the proposed "Memorandum of Agreement" concerning the heated sidewalks by the banks and City Attorney Egr stated that he worked on the Memorandum of Agreements for First National Bank of Omaha and U.S. Bank with Jon McCarville of Leo A. Daly and they are both fine.

Council member Trowbridge stated that the stipulation should be made that when the heated area changes elevation, from the curb that it's up against, which it does, that we hold the contractor that built it, harmless, because he can't make a cold curb raise with a warm sidewalk.

Council member Trowbridge made a motion to accept the "Memorandum of Agreement" for each, First National Bank of Omaha and U.S. Bank. Council member Smith seconded the motion. Voting AYE: Council members Hotovy, Meysenburg, Trowbridge, Vandenberg, Smith, and Kobus. Voting NAY: None. The motion carried.

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT entered into between the City of David City, Nebraska (CITY) and First National Bank of Omaha, a corporation in the State of Nebraska (OWNER) collectively referred to as the "Parties".

WHEREAS, CITY has jurisdictional responsibility for the design construction, reconstruction, operation and maintenance of "D" Street and "4th" Street as herein platted in the City of David City;

WHEREAS, Municipality has indicated a desire to improve "D" Street and "4th" Street in front of First National Bank of Omaha located at 397 North "4th" Street and **WHEREAS**, CITY'S proposed improvements consist of reconstruction of streets, parking areas, and sidewalks in front of 397 North "4th" Street;

WHEREAS, State has agreed to reimburse Municipality for a portion of the cost of the reconstruction of N-15; and

WHEREAS, The Parties desire to enter into an agreement to set out the duties and responsibilities of the parties as they pertain to improvements at 397 North "4th" Street;

WHEREAS, City Council has authorized the Mayor to sign this Agreement; and

NOW THEREFORE, in consideration of these facts and the mutual promises of the Parties hereto, the Parties agree as follows:

SECTION 2. DESCRIPTION OF THE WORK

The Parties agree CITY will remove the known heated sidewalk on the north side of First National Bank of Omaha located at 397 North "4th" Street, as shown in Exhibit "A", attached and incorporated herein by this reference, and in accordance with plans and specifications and the provisions of this Agreement. A new sidewalk shall be installed on the north and east side of First National Bank of Omaha located at 397 North "4th" Street. The installation of a replacement heating system shall be provided by a contractor selected by the OWNER.

SECTION 3.

The Parties Agree:

3.1 To cooperate to design, construct, maintain and operate the improvements shown in Exhibit "A", attached and incorporated by this reference.

3.2 To reimburse the OWNER for a replacement of a heated sidewalk removed by the CITY on the north side of the First National Bank of Omaha located at 397 North "4th" Street. The heated sidewalk replacement shall be of equal quality by the OWNER's selected contractor, and the installation of the heating system shall be prior to the installation of new sidewalk by the CITY.

3.3 OWNER's selected contractor shall install new heated sidewalk on the east side of First National Bank of Omaha, 397 North "4th" Street, at cost to OWNER. Installation of the heating system shall be prior to the installation of new sidewalk by the CITY.

3.4 OWNER agrees to select a contractor prior to the removal of the exiting concrete sidewalk on the north side and east side of First National Bank of Omaha, 397 North "4th" Street, and coordinate the reinstallation of the new sidewalk heating system with the CITY's engineer of record, Leo A Daly Company, 8600 Indian Hills Drive, Omaha, Nebraska, 402.391.8110 (ENGINEER). Contact for Leo A Daly shall be Al Hottovy, or Jon McCarville.

3.5 OWNER agrees to have plans prepared and reviewed by ENGINEER for the reinstallation of the heated sidewalk system together with a cost of re-installation of the heating system by OWNER's selected contractor by June 1, 2017.

IN WITNESS WHEREOF, the Parties hereby execute this Agreement pursuant to lawful authority as of the date signed by each party.

EXECUTED by CITY on this ____ day of _____, 2017.

WITNESS:

CITY OF DAVID CITY

City Clerk



Mayor

EXECUTED by First National Bank of Omaha this ____ day of _____, 2017.

FIRST NATIONAL BANK OF OMAHA

Corporate Officer



IMAGE 1, FOR REFERENCE ONLY, NOT TO SCALE

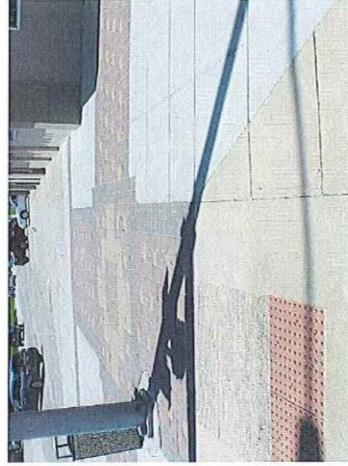
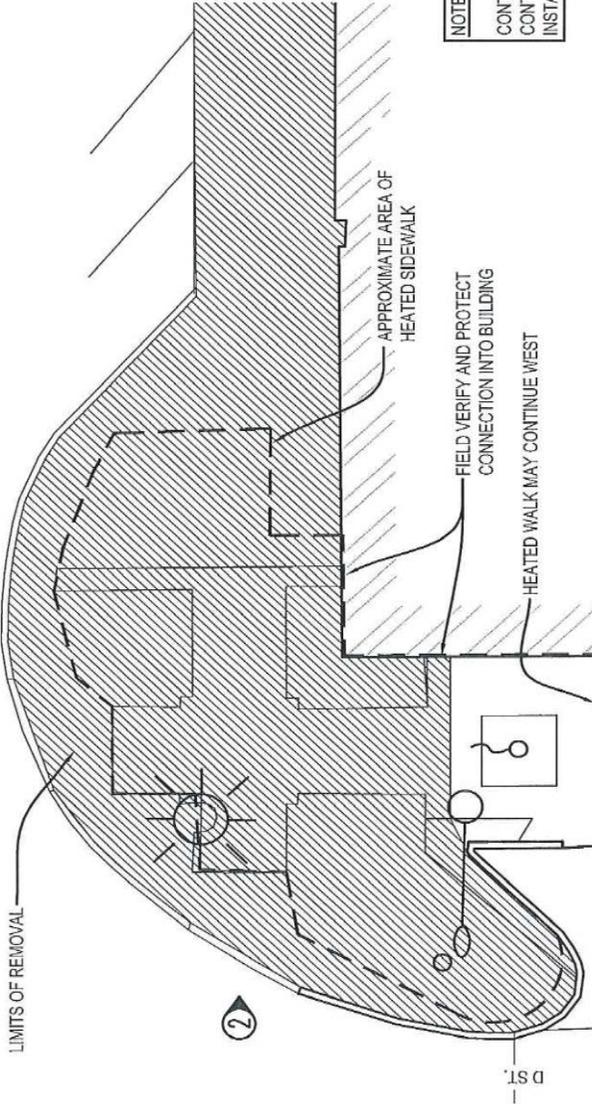
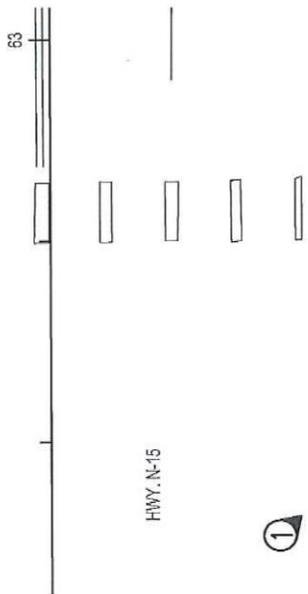


IMAGE 2, FOR REFERENCE ONLY, NOT TO SCALE



NOTE:

CONTRACTOR SHALL COORDINATE WITH FIRST NATIONAL BANK OF OMAHA'S CONTRACTOR ABOUT DISCONNECTION OF EXISTING HEATED SIDEWALK, AND INSTALLATION OF NEW HEATED SIDEWALK.

LEO A DAILY
 PLANNING
 ARCHITECTURE
 ENGINEERING
 INTERIORS
 8820 Indian Hills Drive
 Omaha, NE 68114-4039
 Tel: 402.381.8111 Fax: 402.391.8564



DAVID CITY IMPROVEMENTS
 JOB NO. 002-10145-001
 DRAWN BY: MFG
 CHECKED BY: AAH
 ADDENDUM NO. 1
 DATE: MAR 5, 2017
 DRAWING: EXHIBIT "A"

AGREEMENT

THIS AGREEMENT entered into between the City of David City, Nebraska (CITY) and U.S. Bank National Association, a national banking association (OWNER) collectively referred to as the "Parties".

WHEREAS, CITY has jurisdictional responsibility for the design construction, reconstruction, operation and maintenance of "E" Street as herein platted in the City of David City;

WHEREAS, Municipality has indicated a desire to improve "E" Street in front of the US Bank located at 490 "E" Street, and **WHEREAS**, CITY'S proposed improvements consist of reconstruction of streets, parking areas, and sidewalks in front of 490 "E" Street;

WHEREAS, State has agreed to reimburse CITY for a portion of the cost of the reconstruction of N-15; and

WHEREAS, The Parties desire to enter into an agreement to set out the duties and responsibilities of the parties as they pertain to improvements at 490 "E" Street;

WHEREAS, City Council has authorized the Mayor to sign this Agreement: and

NOW THEREFORE, in consideration of these facts and the mutual promises of the Parties hereto, the Parties agree as follows:

SECTION 2. DESCRIPTION OF THE WORK

The Parties agree CITY will remove the known heated sidewalk on the south side of US Bank located at 490 "E" Street, as shown in Exhibit A, attached and incorporated herein by this reference, and in accordance with plans and specifications and the provisions of this Agreement. A new sidewalk shall be installed on the south side of US Bank, located at 490 "E" Street. As part of the new sidewalk to be installed, the installation of a replacement heating system shall be provided by a contractor selected by the OWNER. CITY agrees to match the grade of the replacement sidewalk to the OWNER's building.

SECTION 3.

The Parties Agree:

3.1 To cooperate to design, construct, maintain and operate the improvements shown in Exhibit "A", attached and incorporated by this reference.

3.2 To reimburse the OWNER for a replacement of a heated sidewalk of equal quality by the OWNER's selected contractor including the new pull boxes, new home runs to the panel box within the building, and the installation of the heating system prior to the installation of new sidewalk by the CITY.

3.3 OWNER agrees to select a contractor prior to the removal of the exiting concrete sidewalk on the south side of the US Bank, 490 "E" Street, and coordinate the reinstallation of the new sidewalk heating system with the CITY's engineer of record, Leo A Daly Company, 8600 Indian Hills Drive, Omaha, Nebraska, 402.391.8110 (ENGINEER). Contact for Leo A Daly shall be Al Hottovy, or Jon McCarville.

3.4 OWNER agrees to have plans prepared and reviewed by ENGINEER for the reinstallation of the heated sidewalk system together with a cost of re-installation of the heating system by OWNER's selected contractor by June 1, 2017.

3.5 CITY agrees to use reasonable efforts to minimize disruption to the access to the OWNER's building, will keep the front access to the OWNER's building open during normal business hours.

IN WITNESS WHEREOF, the Parties hereby execute this Agreement pursuant to lawful authority as of the date signed by each party.

EXECUTED by CITY on this _____ day of _____, 2017.

WITNESS:

CITY OF DAVID CITY

City Clerk



Mayor

EXECUTED by U.S. Bank this _____ day of _____, 2017.

U.S. BANK NATIONAL ASSOCIATION

Corporate Officer

U.S. BANK NATIONAL ASSOCIATION

Corporate Officer



millerelect.com

2501 St. Marys Ave
Omaha, Ne 68105

24hr (402)341.6479
Fax (402)341.1141



Proposal

Name: Pete Alvestad

Date: 5/31/17

Company: US Bank

From: Steve Schneiderwind
402-522-9154
steve@millerelect.com

Re: David City

Pete,

Thank you for the opportunity to provide you with the following quote. Please call or e-mail if you have any questions, concerns, or if you would like to schedule the work.

Price to include the following:

- Provide labor and materials to install Delta-Therm Snow Melt System to include snow melt mats, snow melt controller with slab mounted moisture sensor, activation timer, contactor panel, and ground fault circuit protection.

Price.....\$10,135.00

All work is figured during normal hours from 7:00am to 3:30pm, Monday through Friday excluding holidays.

Thanks,

Steve

Power Plant Supervisor Eric Betzen stated: "This is in correlation with the operating permit that we are trying to renew, and finding out that there are other power plants just like ours that are facing the same problems when they renew their permits. So I invited Piyush Srivastav, and Hope Hasenkamp-Gibbs, of Nebraska Air Quality Specialists (NAQS), to explain what they need to do to continue on with the operating permit."

Piyush Srivastav stated: "The City has a power plant and the power plant has to get an operating permit from the Nebraska Department of Environmental Quality. That permit has to be renewed every five years. As part of that renewal process you have to submit an application to request a permitting renewal. As part of preparing that application the City has to evaluate compliance tasks of the power plant and provide a certification whether the plant is in compliance or is not in compliance, and if not in compliance what steps are being taken to resolve any non-compliance issues. So as part of that, when we visited the plant, there is one specific regulation that is a federal rule that applies to all engines. So this is a rule that all the towns that have power plants are subject to that federal rule. It's a very complicated rule, it is a

very lengthy rule, and that rule has been changed over the years. It's a complicated rule and therefore in our experience a lot of plants have had challenges in making sure that they are in compliance. For the operating permitting application to be completed you need to be able to say whether the City is in compliance with that Federal rule or not, and the only way to determine that is to do a compliance audit, and that is what has been presented in front of you. When we went to the power plant for our initial meeting for the operating permit application we looked at some basic things, without doing an audit, which gave us an impression there are potential issues that need to be corrected, but for us to be able to determine whether there are non-compliance issues or not, an audit will need to be done."

Hope Hasenkamp-Gibbs stated: "The price quoted is not just for the audit but it also includes compliance assistance help for anything that we could reasonable perceive that would need to be done to get the plant back into compliance."

Mayor Zavodny stated: "So you will determine where we are deficient and then you will provide technical assistance to figure out what a path would be to get us to compliance. Then do we submit that to DEQ or do your submit that?"

Piyush Srivastav stated: "It has to be submitted by the City and it has to be signed by an elected official."

Mayor Zavodny stated: "So in order for us to operate, and get an operating permit, we have to go through this compliance audit and then potentially we could have a very small amount of work that needs to be done or a significant amount, is that where we stand?"

Piyush Srivastav stated: "This cost estimate includes the audit, and we have a feel for what could be potentially wrong like some reports may have not been submitted, some documents may not have been prepared; we will prepare those, and that is all included. All 22 of the plants that we have audited have had issues, and we've found the issues to be fairly similar but they all have some variation."

Hope Hasenkamp-Gibbs stated: "May 2013 was the compliance date for this rule and a lot of the power plants got a year extension and I believe David City was one of those, so May 2014 was the compliance date for this rule for David City."

Piyush Srivastav stated: "Unfortunately I would like to add one more thing. As part of the process we had also discovered some deficiencies in your construction permit and so there is a small amount of work to be done and we have provided a cost estimate of \$1,966.00 to correct a construction permit for the plant. The way the regulations are written, you cannot make any changes in your operating permit which is what we are working on, unless those changes have already been made in a construction permit. So, since the things that need to be corrected are on the construction permit, we first have to correct the construction permit and then it can be fixed in the operating permit, and since we are doing it now it saves you a lot of money for us to just do it now."

Council member Trowbridge stated: "That is above the \$13,213.61; and the \$6,046.62 that we are paying tonight isn't included anywhere else; we have to pay that also?"

Piyush Srivastav stated: "The \$6,046.62 is separate; that's the operating permit. The \$13,213.61 is for the audit and correcting any findings, and the \$1,966.00 is the construction permit."

There was confusion regarding this and much discussion followed.

Hope Hasenkamp-Gibbs stated: "Unit #3 in a construction permit is permitted as a dual fuel engine which means it burns 95% natural gas and 5% diesel. So, as of recent, it's been operated as a diesel engine because operationally it's not able to run on natural gas; a sustainable operation. So we need to change the construction permit to allow it to burn diesel fuel going forward."

Council member Kobus made a motion to approve the power plant compliance audit in the amount of \$13,213.61 and \$1,966.00 to correct the construction permit, for a total of \$15,179.61. Council members Meysenburg seconded the motion. Voting AYE: Council members Smith, Hotovy, Vandenberg, Meysenburg, and Kobus. Voting NAY: Council member Trowbridge. The motion carried.

The following two bids were received for the demolition of the old swimming pool building located in the lower parking area of the City Auditorium:

Mid Nebraska Grading & Demolition, Joe Kobus	\$4,300.00
Krivanek Construction, Laverne Krivanek	\$4,100.00

Council member Smith made a motion to accept the bid of Krivanek Construction in the amount of \$4,100.00. Council member Hotovy seconded the motion. Voting AYE: Council members Vandenberg, Kobus, Trowbridge, Meysenburg, Smith, and Hotovy. Voting NAY: None. The motion carried.

Council member Trowbridge introduced Ordinance No. 1267 amending Zoning Ordinance No. 1060 by amending Section 5.13 I-1 Light Industrial, Section 5.14 I-2 Heavy Industrial, and Section 5.15 FS Flex Space to modify the side and rear yard setbacks. Mayor Zavodny read Ordinance No. 1267 by title. Council member Trowbridge made a motion to suspend the statutory rule that requires an Ordinance be read on three separate days. Council member Hotovy seconded the motion. Voting AYE: Council members Smith, Kobus, Vandenberg, Hotovy, Trowbridge, and Meysenburg. Voting NAY: None. The motion carried.

Council member Smith made a motion to pass and adopt Ordinance No. 1267 on the third and final reading. Council member Kobus seconded the motion. Voting AYE: Council members Trowbridge, Hotovy, Vandenberg, Kobus, and Smith. Voting NAY: Council member Meysenburg. The motion carried and Ordinance No. 1267 was passed on 3rd and final reading as follows:

ORDINANCE NO. 1267

AN ORDINANCE, TO AMEND ZONING ORDINANCE NO. 1060, BY AMENDING SECTION 5.13 I-1 LIGHT INDUSTRIAL, SECTION 5.14 I-2 HEAVY INDUSTRIAL AND SECTION 5.15 FS FLEX SPACE TO MODIFY THE SIDE AND REAR YARD SETBACKS; 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 SECTION OF ZONING ORDINANCE NO. 1060 BE AMENDED AS FOLLOWS:

ARTICLE 5 ZONING DISTRICTS

SECTION 5.13 I-1 LIGHT INDUSTRIAL DISTRICT

5.13.05 Height and Lot Requirements:

2. The side and rear yard shall be fifteen feet. However, when the use is adjacent to a residential district and engages in manufacturing of products, auto salvage, flammable and/or explosive materials, processing of raw materials, and/or creates considerable noise or odors, the setback along the district boundary shall be increased to 50 feet. In addition, a landscape screen as defined in this ordinance, shall be provided. Such landscape screen shall be located no closer than ten feet to any residential structure.

SECTION 5.14 I-2 HEAVY INDUSTRIAL DISTRICT

5.14.05 Height and Lot Requirements:

2. The side and rear yard shall be fifteen feet. However, when the use is adjacent to a residential district and engages in manufacturing of products, auto salvage, flammable and/or explosive materials, processing of raw materials, and/or creates considerable noise or odors, the setback along the district boundary shall be increased to 50 feet. In addition, a landscape screen as defined in this ordinance, shall be provided. Such landscape screen shall be located no closer than ten feet to any residential structure.

SECTION 5.15 FS FLEXIBLE SPACE MIXED USE DISTRICT

Section 5.15.06 Height and Lot Requirements

2. The side and rear yard shall be fifteen feet. However, when the use is adjacent to a residential district and engages in manufacturing of products, auto salvage, flammable and/or explosive materials, processing of raw materials, and/or creates considerable noise or odors, the setback along the district boundary shall be increased to 50 feet. In addition, a landscape screen as defined in this ordinance, shall be provided. Such landscape screen shall be located no closer than ten feet to any residential structure.

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 9TH day of August, 2017.

Mayor Alan Zavodny

City Clerk Joan Kovar

Council member Hotovy introduced Ordinance No. 1271 adding a water rate for a 6" water meter. Council member Hotovy made a motion to suspend the statutory rule that requires an Ordinance be read on three separate days. Council member Trowbridge seconded the motion. Voting AYE: Council members Kobus, Vandenberg, Smith, Meysenburg, Hotovy, and Trowbridge. Voting NAY: None. The motion carried.

Council member Hotovy made a motion to pass and adopt Ordinance No. 1271 on the third and final reading. Council member Smith seconded the motion. Voting AYE: Council members Kobus, Smith, Meysenburg, Vandenberg, Trowbridge, and Hotovy. Voting NAY: None. The motion carried and Ordinance No. 1271 was passed on third and final reading as follows:

ORDINANCE NO. 1271

AN ORDINANCE ADDING A 6" WATER METER TO THE CUSTOMER CHARGES; EFFECTIVE DATES AND RATES; REPEALING ALL PARTS OF THE MUNICIPAL CODE AND ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM.

WHEREAS, SECTION 3-101 OF THE MUNICIPAL CODE PROVIDES THAT THE GOVERNING BODY SHALL SET RATES TO BE CHARGED BY ORDINANCE.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DAVID CITY, NEBRASKA.

Section 1. That the following monthly rates and customer charges shall become effective September 19, 2017. (Water used August 19th – September 19th, billed in September, and due October 1st - 10th)

For 5/8" by 3/4" meters:

Customer charge of \$28.50 per month (no water usage included)
and \$3.41 per 1,000 gallons for First 10,000
and \$3.87 per 1,000 gallons Over 10,000

For 3/4" meters:

Customer charge of \$35.75 per month (no water usage included)
and \$3.41 per 1,000 gallons for First 10,000
and \$3.87 per 1,000 gallons Over 10,000

For 1" meters:

Customer charge of \$35.75 per month (no water usage included)
and \$3.41 per 1,000 gallons for First 10,000
and \$3.87 per 1,000 gallons Over 10,000

For 1 1/2" meters:

Customer charge of \$71.25 per month (no water usage included)
and \$3.41 per 1,000 gallons for First 10,000
and \$3.87 per 1,000 gallons Over 10,000

For 2" meters:

Customer charge of \$212.50 per month (no water usage included)
and \$3.41 per 1,000 gallons for First 10,000
and \$3.87 per 1,000 gallons Over 10,000

For 3" meters:

Customer charge of \$300.00 per month (no water usage included)
and \$3.41 per 1,000 gallons for First 10,000
and \$3.87 per 1,000 gallons Over 10,000

For 4" meters:

Customer charge of \$300.00 per month (no water usage included)
and \$3.41 per 1,000 gallons for First 10,000
and \$3.87 per 1,000 gallons Over 10,000

For 6" meters:

Customer charge of \$375.00 per month (no water usage included)
and \$3.41 per 1,000 gallons for First 10,000
and \$3.87 per 1,000 gallons Over 10,000

Section 3. The monthly rates to be charged for water usage and customer charges will be reviewed by the City Council on as needed basis;

Section 4. That any other ordinance or section of any ordinance passed and approved prior to passage, approval, and publication or posting of this ordinance and in conflict with its provisions, is hereby repealed.

Section 5. This ordinance shall be published in pamphlet form and shall be in full force and effect from and after its passage as provided by law.

PASSED AND APPROVED this 9th day of August, 2017.

(ATTEST)

Mayor Alan Zavodny

City Clerk Joan Kovar

City Clerk Kovar presented changes to the proposed budgets for the upcoming fiscal year and discussion followed.

Mayor Zavodny stated: "We are up against a short deadline to get this budget handled, so what we will need to do is, we will have to have a special meeting prior to the Committee of the Whole meeting scheduled for August 23rd. We are always up against this deadline so

maybe next year we need to start in April or May. I don't think we set salaries in the budget. I think we need to consider salaries as a separate item. I think back to last year; we went way above last year when the cost of living was zero; so we need to factor maybe averaging that a little bit. What I think we need to look at is "are we competitive with where we are right now with our salaries?" I think that's the comparison we need to look at right now; we haven't really done that. It is in our best interest to look at our salaries, keep the people we want to keep by giving them a living wage, and then if you address increases as we always have of throwing a percentage at it, which again probably isn't the most ideal. There is a lot we need to consider."

Council member Trowbridge stated: "I think in order to know where you are going, you have to understand where you are, and we don't understand where we are because we look at compensation simply as "how much per hour", and we don't look at the entire package, health coverage and other benefits, and "here's what you cost us to occupy space during the last twelve months", and the numbers will be shocking."

Council member Kobus stated: "I think most of our employees are in the upper level of pay anyhow. I mean, we have very few that are on a "living wage", they are all up there in that money part. You know what I mean? They cross train, and they help each other, and basically the water and sewer and the street department know what to do, they have their set guys that do it, well that's a pretty established wage on what they do."

Council member Hotovy stated: "Why couldn't we take a department every month, or every other month, to go through and hammer it out? Decide if changes do need to be made. I've talked about it since I've been elected and we've never done a department by department revue as to whether it's in line with where it possibly should be."

Discussion followed.

City Attorney Egr stated: "I would like you to consider a raise for legal counsel after 33 years. I get \$300 to attend a City Council meeting and I'd like you to consider raising that to \$350, and we get \$100 /hr. outside of that and I'd like you to consider raising that to \$125 /hr., which is still \$75 /hr. less than what we charge our regular customers."

Council member Hotovy made a motion to schedule a special council meeting to finalize the budget for Wednesday, August 23, at 6:30 p.m. Council member Trowbridge seconded the motion. Voting AYE: Council members Meysenburg, Vandenberg, Kobus, Smith, Trowbridge, and Hotovy. Voting NAY: None. The motion carried.

There being no further business to come before the Council, Council member Council member Hotovy made a motion to adjourn. Council member Kobus seconded the motion. Voting AYE: Council members Smith, Vandenberg, Meysenburg, Trowbridge, Kobus, and Hotovy. Voting NAY: None. The motion carried and Mayor Zavodny declared the meeting adjourned at 9:06 p.m.



CERTIFICATION OF MINUTES
August 9, 2017

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 August 9th, 2017; 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